

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

PHA Plans

5-Year Plan for Fiscal Years 2000 - 2004
Annual Plan for Fiscal Year 2004

**NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN
ACCORDANCE WITH INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES**

PHA Plan Agency Identification

PHA Name: Memphis Housing Authority

PHA Number: TN001

PHA Fiscal Year Beginning: (07/2004)

Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting: (select all that apply)

- Main administrative office of the PHA
- PHA development management offices
- PHA local offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

- Main administrative office of the PHA
- PHA development management offices
- PHA local offices
- Main administrative office of the local government
- Main administrative office of the County government
- Main administrative office of the State government
- Public library
- PHA website
- Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

- Main business office of the PHA
- PHA development management offices
- Other (list below)

5-YEAR PLAN
PHA FISCAL YEARS 2000 - 2004
[24 CFR Part 903.5]

A. Mission

The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.

The MHA's mission is:

To provide community revitalization through a seamless system of supportive services, affordable housing, and new business development

B. Goals

HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.

PHA Goal: Expand the supply of assisted housing

Objectives:

Apply for additional rental vouchers:

Reduce public housing vacancies:

Leverage private or other public funds to create additional housing opportunities:

Acquire or build units or developments

Other (list below)

PHA Goal: Improve the quality of assisted housing

Objectives:

Improve public housing management: (PHAS score)

Improve voucher management: (SEMAP score)

Increase customer satisfaction:

Concentrate on efforts to improve specific management functions:
(list; e.g., public housing finance; voucher unit inspections)

Renovate or modernize public housing units:

Demolish or dispose of obsolete public housing:

Provide replacement public housing:

Provide replacement vouchers:

Other: (list below)

PHA Goal: Increase assisted housing choices

Objectives:

- Provide voucher mobility counseling:
- Conduct outreach efforts to potential voucher landlords
- Increase voucher payment standards
- Implement voucher homeownership program:
- Implement public housing or other homeownership programs:
- Implement public housing site-based waiting lists: Uptown Square (Lauderdale Courts) and Greenlaw Place and other redeveloped sites will begin when they come back on line. Other developments will occur during the FY 2004 plan year.
- Convert public housing to vouchers:
- Other: *Explore the possibility of implementing public housing, Section 8 or other homeownership programs*

HUD Strategic Goal: Improve community quality of life and economic vitality

- PHA Goal: Provide an improved living environment

Objectives:

- Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:
- Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
- Implement public housing security improvements:
- Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
- Other: *Deconcentrate poverty by providing public housing units as part of mixed-income communities.*

HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals

- PHA Goal: Promote self-sufficiency and asset development of assisted households

Objectives:

- Increase the number and percentage of employed persons in assisted families:
- Provide or attract supportive services to improve assistance recipients' employability:
- Provide or attract supportive services to increase independence for the elderly or families with disabilities.
- Other: *Plan and implement a coordinated case management system that links all households in public housing with appropriate services, employment and training opportunities.*

- Other: *Create a foundation for self sufficiency dedicated to enhancing resident asset development and increasing the sustainability of self-sufficiency activities.*

HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans

- PHA Goal: Ensure equal opportunity and affirmatively further fair housing Objectives:
 - Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:
 - Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:
 - Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
 - Other: (list below)

Other PHA Goals and Objectives: (list below)

Annual PHA Plan
PHA Fiscal Year 2004
[24 CFR Part 903.7]

i. Annual Plan Type:

Standard Plan

Streamlined Plan:

- High Performing PHA**
- Small Agency (<250 Public Housing Units)**
- Administering Section 8 Only**

Troubled Agency Plan

ii. Executive Summary/Update Statement of Progress in Meeting 5
Year PHA Plan Mission and Goals

[24 CFR Part 903.7 9 (r)]

This submission of Memphis Housing Authority's FY 2004 Annual and Five Year Plans reaffirms our goal to improve the quality of residents' lives and the housing and neighborhoods in which they reside. The agency is continuing to move forward with our transformation plan that addresses our inadequate funding, deteriorating housing stock, and inefficient property management. Following is an update of the plans that we established during our FY 2000 Annual and Five Year Plans:

Replace Obsolete Public Housing Stock

In accordance with the strategic plan for the properties, MHA has identified properties that will be maintained, renovated, disposed of or demolished. MHA has developed phases in which to demolish or dispose of non-viable properties so that we can effectively provide current tenants with the best options for relocation to Section 8 vouchers, new public housing units, or homeownership opportunities. The properties that are slated for demolition or disposition activities during our FY 2000-2004 plan years are: Walter Simmons, Fowler Homes, LeMoyne Gardens, MHA Warehouse, Ford Road, Cypresswood, Hornlake Heights, Hawkins Mill, MHA Central Office, Oates Manor, Graves Manor, and Texas Courts. MHA has also identified existing apartment complexes, Richmond Place, Parkway Commons, Weaver Fields, and Springdale Creek as potential acquisition sites to replace MHA housing units. By the end of FY 2004, MHA will have established contracts for Richmond Place and Parkway Commons. In order to compensate for the decreased funding from HUD, MHA will obtain bond funding through the City of Memphis general obligation bond program to achieve our replacement housing goals in a timely manner. MHA will also look to secure additional funding through the state's low-income housing tax credit program and potentially borrow through conventional sources. MHA will use the tax

credits for the Hawkins Mill site that will be constructed by a private developer. After which, MHA will acquire the site once the developer has received the 8609's and converted units into Public Housing units. Tax credits will also be used to acquire Springdale Creek. During the FY 2004 plan year, MHA received 3 transition homes from HCD at no cost.

The City has agreed to provide CIP funds for acquisition and infrastructure related activities for replacement housing efforts in the amount of \$5.2 million for Plan Year 2004. The City of Memphis/Division of Housing and Community Development will provide MHA with \$1 million to build single-family homes on the Cleaborn Homes site. MHA will also use \$1.15 million of RHF funds to complete the 25 homes. MHA revitalization efforts will provide the needed mixed income and affordable housing options to sustain growth.

Guaranteed Housing for Current Residents

With the assistance of Abt Associates, an Informal Housing Needs Survey was developed and submitted during November 2000, to those MHA residents who currently occupy the first phase of units to be demolished. The results of the survey found that relocation efforts for phase one would create a need for 507 public housing units and 304 Section 8 vouchers. During our FY 2001 plan year, MHA successfully relocated all residents from Walter Simmons, Lauderdale Court, Hurt Village, Oates three-story buildings, and Fowler three-story buildings into other public housing units or to the Section 8 Voucher Program. Over the plan years, we have relocated 293 families to viable public housing units and 202 families to the Section 8 Voucher Program. During our FY 2003 plan year, we successfully relocated all residents from Lamar Terrace. During our FY 2004 plan year, we completed relocation efforts for Hornlake Heights, Cypresswood, Ford Road, and Hawkins Mill. We are currently relocating Oates Manor residents into other public housing units or the Section 8 Voucher Program.

Mobility Counseling to Train Residents is Critical

To mitigate impacts on residents from MHA's aggressive demolition and relocation efforts, MHA created a Relocation Department and a case management system to ensure that our resident's needs are met throughout our transformation process. These services ensure that the residents are fully informed of housing and support opportunities before they are relocated from a development.

Renovation of Viable Family Housing

During FY 2000, the 202 test identified seven of MHA's family development properties as having viable units. Further analysis of the units has determined that it would be more feasible for MHA to demolish four of the identified developments instead of modernizing the developments. The developments that will be demolished are Ford Road, Cypresswood, Hornlake, and Hawkins Mill. During the 2004 plan year, the MHA received HOPE VI Demolition Grants totaling \$2.4 million for these four developments. The demolition of these properties is scheduled to be complete by

May 2004. MHA will submit HOPE VI Demolition & Revitalization applications for Lamar Terrace and a HOPE VI Demolition application for Oates Manor.

Senior/Disabled Developments

During FY 2000, MHA began selective modernization efforts at the senior developments. Building systems improvements for the high rises occurred during the FY 2002, 2003, and 2004 plan years.

Reduce Vacancy Rate

MHA continues to reduce our vacancy rate through our vacancy consolidation and vacancy reduction efforts. Our vacancy consolidation and reduction efforts allow us to repair vacant units in habitable areas then consolidate residents that are isolated into these repaired units. This will enable us to maximize occupancy in our viable units. During the FY 2002 plan year, zero bedroom unit conversions were completed at Dixie Homes in order to provide housing to our larger families. MHA's priority is to complete all vacant unit repairs and establish an occupancy goal of 98%.

Site-Based Professional Management

MHA will strive to develop an effective and efficient business operation. MHA has identified areas and developments where it would be more cost effective to privatize functions and management. During the FY 2002 plan year, MHA privatized several specialty shops. In FY 2004, the sell of the warehouse resulted in the developments insuring adequate inventory of small value/repetitive type items. MHA has developed an inventory tracking and monitoring process that will be more efficient and less costly.

Coordinated Case Management

MHA continues to develop collaborations with other social service to develop case management programs for our residents. During FY 2001, we obtained a three year Resident Delivery Model Family Grant in the amount of \$466,390. This grant will help establish a coordinated case management system to help 360 MHA residents identify, develop, plan, coordinate, and manage their individualized plan for self sufficiency. During the FY 2004 plan year, the MHA received another grant for \$499,620 that will be used for case management services for residents.

Increased Job Opportunities

MHA is determined to provide residents with the opportunity to become self-sufficient. MHA operates the Resident Employment Training Center to give our residents opportunities for employment. The training program has expanded to operate as a satellite for the Memphis Area Career Center. The expansion allows for the residents in the community to receive information on career opportunities.

New Enforceable Lease

MHA is transitioning our new lease to residents during their re-exams. The new lease was put into circulation during our FY 2002 plan year.

Restructure/Reorganization

MHA is continuing our restructuring and reorganization efforts to make operations more effective and efficient. In order to effectively manage the functional consolidation of Housing and Community Development (HCD) and Memphis Housing Authority, MHA will acquire a central office building that will accommodate HCD and MHA staff. With the assistance of consultants, we are developing plans to focus on our core business, which is property management. Where it is sensible and efficient, we will eliminate or privatize areas that are not essential to our core business. We will retain outside professional support when needed. Our restructuring efforts will allow us to reduce layers of management to improve efficiency and enhance service delivery by converting our operations into an asset management model. Decentralizing our warehouse function to site based inventories will reduce theft and improve efficiency of our operations. Privatizing our specialty shops will enable us to create standards and obtain quality products for our developments. We are in the process of completing several departmental mergers, including the Budget Department, which will handle both agency budgets and allow for greater accountability and uniformity in the budgeting process. A Planning Department will be coordinated and assigned responsibility for completion for all Agency plans for both MHA and HCD.

As a result of the consolidation of MHA and HCD, a “Redevelopment Agency” for the city/metropolitan area will be established. The combined effort will have an even greater opportunity to substantially impact our community for the better and become a national model for community revitalization.

The above updates of our Annual and Five Year plans prove that Memphis Housing Authority is making every effort to make our agency transformation plan a reality. Our progress demonstrates that we are aggressively meeting our goal of providing improved housing for low-income residents and running a cost efficient and effective operation.

iii. Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

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Attachments

Required Attachments:

- Admissions Policy and Component for Deconcentration and Income Mixing (Attachment B)
- FY 2000 – 2004 Capital Fund Program and Replacement Housing Factor Annual Statement (Attachment D)
- Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)
- PHA Management Organizational Chart (Attachment C)
- FY 2004 Capital Fund Program 5 Year Action Plan (Attachment E)
- Public Housing Drug Elimination Program (PHDEP) Plan (HUD eliminated Program)

- Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text) (Attachment H)
- Other (List below, providing each attachment name)
- Pet policy (Attachment F)
- Public Housing Admissions & Continued Occupancy Policy (Attachment A)
- Capital Fund/Comprehensive Grant Program 2000-2003 (Attachment D)
- Community Service Policy (Attachment G)
- Section 8 Statement of Homeownership (Attachment I)
- PHA Resident Commissioner/Board of Commissioners (Attachment J)
- Voluntary Conversion Assessment (Attachment K)
- RASS Follow-up Plan (Attachment L)
- Other Funding Sources (Attachment M)

Supporting Documents Available for Review

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
SD1	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
SD2	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
SD3	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
SD4	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
SD5	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
SD6	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
SD7	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
SD8	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
SD9	Certification of Payments to Influence Federal Transactions	Annual Plan
SD10	Certification for Drug Free Workplace	Annual Plan
SD11	Disclosure of Lobbying Activities	Annual Plan

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

A. Housing Needs of Families in the Jurisdiction/s Served by the PHA

Housing Needs of Families in the Jurisdiction By Family Type							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ability	Size	Locatio-n
Income <= 30% of AMI	23,155	5	5	5	N/A	2	5
Income >30% but <=50% of AMI	12,528	5	5	5	N/A	2	5
Income >50% but <80% of AMI	17,923	5	5	5	N/A	2	5
Elderly	14,008	5	5	5	N/A	2	5
Families with Disabilities	N/A	N/A	N/A	N/A	N/A	N/A	N/A
White	37,195	5	5	5	N/A	2	5
African American	67,975	5	5	5	N/A	2	5
Asian/Pacific Isle	2,190	5	5	5	N/A	2	5
American Indian	247	5	5	5	N/A	2	5
Hispanic	3,424	5	5	5	N/A	2	5

What sources of information did the PHA use to conduct this analysis? (Check all that apply; all materials must be made available for public inspection.)

- Consolidated Plan of the Jurisdiction/s
Indicate year: 2002-2004
- U.S. Census data: the Comprehensive Housing Affordability Strategy (“CHAS”) dataset
- American Housing Survey data
Indicate year:
- Other housing market study
Indicate year:
- Other sources: (list and indicate year of information)

B. Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input checked="" type="checkbox"/> Section 8 tenant-based assistance			
<input type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/sub jurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	3,983		360
Extremely low income <=30% AMI	Not available on Preapplication	Not available on preapplication	
Very low income (>30% but <=50% AMI)	Not available on Preapplication (NAOP)	Not available on Preapplication (NAOP)	
Low income (>50% but <80% AMI)	Not available on Preapplication (NAOP)	Not available on Preapplication (NAOP)	
Families with children	Not available on preapplication	Not available on preapplication	
Elderly families	NAOP	NAOP	
Families with Disabilities	NAOP	NAOP	
White	NAOP	NAOP	
African American	NAOP	NAOP	
Asian/Pac Islander	NAOP	NAOP	
American Indian	NAOP	NAOP	
Hispanic	NAOP	NAOP	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	N/A	N/A	
2 BR	N/A	N/A	
3 BR	N/A	N/A	
4 BR	N/A	N/A	
5 BR	N/A	N/A	
5+ BR	N/A	NA	

Housing Needs of Families on the Waiting List

Waiting list type: (select one)

- Section 8 tenant-based assistance
 Public Housing
 Combined Section 8 and Public Housing
 Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/sub jurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	4284		
Extremely low income <=30% AMI	3950	88.49%	
Very low income (>30% but <=50% AMI)	452	10.13%	
Low income (>50% but <80% AMI)	62	1.39%	
Families with children	2363	67.9%	
Elderly families	158	3.69%	
Families with Disabilities	939	21.92%	
White	51	1.19%	
African American	4226	98.65%	
Asian/Pac Islander	4	0.12%	
American Indian	2	0.05%	
Hispanic	0	0.0%	
Characteristics by Bedroom Size (Public Housing Only)			
0BR	283	6.61%	
1BR	1010	23.58%	
2 BR	1714	40.01%	
3 BR	980	22.88%	
4 BR	268	6.26%	
5 BR	29	0.68%	

Housing Needs of Families on the Waiting List

Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
If yes: The general occupancy list is open.
How long has it been closed (# of months)?
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Seniors & Disabled Families

C. Strategy for Addressing Needs

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:

- Employ effective maintenance and management policies to minimize the number of public housing units off-line
- Reduce turnover time for vacated public housing units
- Reduce time to renovate public housing units
- Seek replacement of public housing units lost to the inventory through mixed finance development
- Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
- Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- Other (list below)

Strategy 2: Increase the number of affordable housing units by:

- Apply for additional section 8 units should they become available
- Leverage affordable housing resources in the community through the creation of mixed - finance housing
- Pursue housing resources other than public housing or Section 8 tenant-based assistance.

Other: (list below)

Need: Specific Family Types: Families at or below 30% of median

Strategy 1: Target available assistance to families at or below 30 % of AMI

- Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
- Employ admissions preferences aimed at families with economic hardships
- Adopt rent policies to support and encourage work
- Other: (list below)

Need: Specific Family Types: Families at or below 50% of median

Strategy 1: Target available assistance to families at or below 50% of AMI

- Employ admissions preferences aimed at families who are working
- Adopt rent policies to support and encourage work
- Other: (list below)

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:

- Seek designation of public housing for the elderly
- Apply for special-purpose vouchers targeted to the elderly, should they become available
- Other: (list below)

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

- Seek designation of public housing for families with disabilities
- Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- Affirmatively market to local non-profit agencies that assist families with disabilities
- Other: (list below)

Need: Specific Family Types: Races or ethnicities with disproportionate housing needs

Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:

- Affirmatively market to races/ethnicities shown to have disproportionate housing needs
- Other: (list below)

Strategy 2: Conduct activities to affirmatively further fair housing

- Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
- Market the section 8 program to owners outside of areas of poverty /minority concentrations
- Other: (list below)

Other Housing Needs & Strategies: (list needs and strategies below)

(2) Reasons for Selecting Strategies

Of the factors listed below, select all that influenced the PHA's selection of the strategies it will pursue:

- Funding constraints
- Staffing constraints
- Limited availability of sites for assisted housing
- Extent to which particular housing needs are met by other organizations in the community
- Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
- Influence of the housing market on PHA programs
- Community priorities regarding housing assistance
- Results of consultation with local or state government
- Results of consultation with residents and the Resident Advisory Board
- Results of consultation with advocacy groups
- Other: (list below)

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2004 grants)		
a) Public Housing Operating Fund	\$7,100,000	
b) Capital Fund Program	8,220,514	
c) CFP-Replacement Housing Factor	473,952	
d) HOPE VI Revitalization	20,000,000	
e) HOPE VI Demolition	3,619,286	
f) Annual Contributions for Section 8 Tenant-Based Assistance	36,000,000	
g) Public Housing Drug Elimination Program (including any Technical Assistance funds)	0	
h) Resident Opportunity and Self-Sufficiency Grants	649,620	
i) Community Development Block Grant	469,699	
j) HOME	0	
Other Federal Grants (list below)	0	
2003 Family Self Sufficiency Coordinator Grant	45,050	
2. Prior Year Federal Grants (unobligated funds only) (list below)		
Capital Fund	7,391,110	
Hope VI 2000	2,395,368	
Hope VI 1995	1,440,103	
Replacement Housing Factor	1,581,868	
Resident Service Delivery Model	153,266	
2002 Family Self Sufficiency Coordinator Grant	1,300	
3. Public Housing Dwelling Rental Income	5,064,300	
4. Other income (list below)		
Non Dwelling Rental	111,900	
Public Housing Investment Income	75,000	
Section 8 Cash Reserves	1,223,000	
Property Sales	4,000,000	

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
5. Non-federal sources (list below)		
CIP Funds	5,250,000	
City Funds	481,000	
HEHFB	100,000	
Bond Funds	29,850,584	
Conventional Debt	0	
LIHTC	5,459,454	
Delta Area	22,211	
Total resources	141,178,585	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

(1) Eligibility

a. When does the PHA verify eligibility for admission to public housing? (Select all that apply)

- When families are within a certain number of being offered a unit: (state number)
- When families are within a certain time of being offered a unit: (*120 days*)
- Other: (describe)

b. Which non-income (screening) factors do the PHA use to establish eligibility for admission to public housing (select all that apply)?

- Criminal or Drug-related activity
- Rental history
- Housekeeping
- Other *Landlord Reference*
- Other *Credit Checks*

c. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

d. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

e. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (Either directly or through an NCIC-authorized source)

(2) Waiting List Organization

a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)?

- Community-wide list *For older developments*
- Sub-jurisdictional lists
- Site-based waiting lists *For new and modernized developments* (All other developments will begin site based waiting lists FY 2003)
- Other (describe)

b. Where may interested persons apply for admission to public housing?

- PHA main administrative office
- PHA development site management office
- Other (list below)

c. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection **(3) Assignment**

1. How many site-based waiting lists will the PHA operate in the coming year? *All developments will be site based by January 2004.*

2. Yes No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?

If yes, how many lists? All are new except Foote Homes and College Park

3. Yes No: May families be on more than one list simultaneously

If yes, how many lists? *The site list and the community-wide list*

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?

- PHA main administrative office
- All PHA development management offices
- Management offices at developments with site-based waiting lists
- At the development to which they would like to apply
- Other (list below)

(3) Assignment

a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (Select one)

- One
- Two
- Three or More

b. Yes No: Is this policy consistent across all waiting list types?

c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

a. Income targeting:

Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?

b. Transfer policies:

In what circumstances will transfers take precedence over new admissions? (List below)

- Emergencies
- Over housed
- Under housed
- Medical justification
- Administrative reasons determined by the PHA (e.g., to permit modernization work)
- Resident choice: *Transfers to new or newly rehabbed units will be offered to tenants as an incentive*
- Other: *Meet Deconcentration Goals*

c. Preferences

1. Yes No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If “no” is selected, skip to subsection **(5) Occupancy**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (Select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in the jurisdiction

- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) *Families displaced by natural disaster or governmental action*

3. If the PHA will employ admissions preferences, please prioritize by placing a “1” in the space that represents your first priority, a “2” in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use “1” more than once, “2” more than once, etc.

3 Date and Time

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- 1 Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden

Other preferences (select all that apply)

- 2 Working families and those unable to work because of age or disability
- Veterans and veterans’ families
- Residents who live and/or work in the jurisdiction
- 2 Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- 1 Other preference(s) *Displacement by Natural Disaster or Governmental Action*

4. Relationship of preferences to income targeting requirements:

- The PHA applies preferences within income tiers
- Not applicable: the pool of applicant families ensures that the PHA will meet income-targeting requirements

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)?

- The PHA-resident lease
- The PHA's Admissions and (Continued) Occupancy policy
- PHA briefing seminars or written materials
- Other source (list)

b. How often must residents notify the PHA of changes in family composition?
(Select all that apply)

- At an annual reexamination and lease renewal
- Any time family composition changes
- At family request for revision
- Other (list)

(6) Deconcentration and Income Mixing

a. Yes No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing?

b. Yes No: Did the PHA adopt any changes to its **admissions policies** based on the results of the required analysis of the need to promote deconcentration of poverty or **to assure income mixing**?

c. If the answer to b was yes, what changes were adopted? (Select all that apply)

- Adoption of site based waiting lists
If selected, list targeted developments below:
College Park, Uptown Square Apartments, Greenlaw Place Apartments, and Uptown Scattered site rental Uptown Village Apartments
- Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments
If selected, list targeted developments below:
- Employing new admission preferences at targeted developments
If selected, list targeted developments below:
- Other *Modifications to transfer policies*

d. Yes No: Did the PHA adopt any changes to **other** policies based on the results of the required analysis of the need for deconcentration of poverty **and income mixing**?

e. If the answer to d was yes, how would you describe these changes? (Select all that apply)

- Additional affirmative marketing
- Actions to improve the marketability of certain developments
- Adoption or adjustment of ceiling rents for certain developments
- Adoption of rent incentives to encourage deconcentration of poverty and income-mixing
- Other (list below)

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (Select all that apply)

- Not applicable: results of analysis did not indicate a need for such efforts
- List (any applicable) developments below:

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (Select all that apply)

- Not applicable: results of analysis did not indicate a need for such efforts
- List (any applicable) developments below:

B. Section 8

(1) Eligibility

a. What is the extent of screening conducted by the PHA? (Select all that apply)

- Criminal or drug-related activity only to the extent required by law or regulation
- Criminal and drug-related activity, more extensively than required by law or regulation
- More general screening than criminal and drug-related activity (list factors below)
- Other (list below)

b. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

c. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

d. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (Either directly or through an NCIC-authorized source)

e. Indicate what kinds of information you share with prospective landlords? (Select all that apply)

- Criminal or drug-related activity

- Other Upon written request, MHA will provide current address, and, if known, name and address of owner of participant's current and prior address.

(2) Waiting List Organization

- a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (Select all that apply)

- None
 Federal public housing
 Federal moderate rehabilitation
 Federal project-based certificate program
 Other federal or local program (list below)

- b. Where may interested persons apply for admission to section 8 tenant-based assistance? (Select all that apply)

- PHA main administrative office
 Other (list below)

(3) Search Time

- a. Yes No: Does the PHA give extensions on standard 60-day period to search for a unit?

Extensions may be granted if:

- A. As a reasonable accommodation to assist families with a disabled family member to locate an adequate unit; or*
B. Family has three or more minors; or
C. There is evidence of the family's search for a unit in a low poverty area; or
D. The family is relocating from public housing

(4) Admissions Preferences

- a. Income targeting

- Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

- b. Preferences

1. Yes No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent **(5) Special purpose section 8 assistance programs**)
2. Which of the following admission preferences does the PHA plan to employ in the coming year? (Select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s)

Preference will be given to residents of MHA public housing units who are required to relocate due to one of the following conditions:

- A. Their public housing units are identified as hazardous to the family due to either: minors residing in units with high lead content who have elevated blood lead levels (EBLs); or the presence of other serious environmental hazards that affect the family's health or safety. The preference may be granted if there are no lead-free units available in any other public housing developments.*
- B. Families (including single persons) who are currently residing in public housing units that will be demolished, disposed of, rehabilitated or consolidated.*

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

2 Date and Time

Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence

Substandard housing
Homelessness
High rent burden

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes

1 Other preference(s)

Preference will be given to residents of MHA public housing units who are required to relocate due to one of the following conditions:

- C. Their public housing units are identified as hazardous to the family due to either: minors residing in units with high lead content who have elevated blood lead levels (EBLs); or the presence of other serious environmental hazards that affect the family's health or safety. The preference may be granted if there are no lead-free units available in any other public housing developments.*
- D. Families (including single persons) who are currently residing in public housing units that will be demolished, disposed of, rehabilitated or consolidated.*

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (Select one)

- Date and time of application
- Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for "residents who live and/or work in the jurisdiction" (select one)

- This preference has previously been reviewed and approved by HUD
- The PHA requests approval for this preference through this PHA Plan
- Not Applicable

6. Relationship of preferences to income targeting requirements: (select one)

- The PHA applies preferences within income tiers
- Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Special Purpose Section 8 Assistance Programs

- a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (Select all that apply)
- The Section 8 Administrative Plan – Section 8 Special Needs set-aside program
 - Briefing sessions and written materials
 - Other (list below)
 - Not Applicable
- b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?
- Through published notices
 - Other (list below) MHA will provide information regarding the availability of special needs set-aside vouchers through selected local social service providers who serve the eligible population
 - Not Applicable

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

(1) Income Based Rent Policies

- a. Use of discretionary policies: (select one)
- The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the highest of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

- The PHA employs discretionary policies for determining income based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent? (Select one)

- \$0
- \$1-\$25
- \$26-\$50

2. Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

3. If yes to question 2, list these policies below:

c. Rents set at less than 30% than adjusted income

1. Yes No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ (select all that apply)

For the earned income of a previously unemployed household member

For increases in earned income

Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

Fixed percentage (other than general rent-setting policy)
If yes, state percentage/s and circumstances below:

For household heads

For other family members

For transportation expenses

For the non-reimbursed medical expenses of non-disabled or non-elderly families

Other (describe below)

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income) (Select one)

Yes for all developments

Yes but only for some developments

No

2. For which kinds of developments are ceiling rents in place? (Select all that apply)

For all developments

For all general occupancy developments (not elderly or disabled or elderly only)

For specified general occupancy developments

For certain parts of developments; e.g., the high-rise portion

For certain size units; e.g., larger bedroom sizes

Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

- Market comparability study
- Fair market rents (FMR)
- 95th percentile rents
- 75 percent of operating costs
- 100 percent of operating costs for general occupancy (family) developments
- Operating costs plus debt service
- The “rental value” of the unit
- Other (list below)

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (Select all that apply)

- Never
- At family option
- Any time the family experiences an income increase
- Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_____
- Other *The family experiences an income decrease or an increase in family size or deductible expenses without an increase in income.*

g. Yes No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

(2) Flat Rents

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (Select all that apply.)

- The section 8 rent reasonableness study of comparable housing
- Survey of rents listed in local newspaper
- Survey of similar unassisted units in the neighborhood
- Other (list/describe below) *Market study*

B. Section 8 Tenant-Based Assistance

(1) Payment Standards

a. What is the PHA's payment standard? (Select the category that best describes your standard)

- At or above 90% but below 100% of FMR
- 100% of FMR
- Above 100% but at or below 110% of FMR
- Above 110% of FMR (if HUD approved; describe circumstances below)

b. If the payment standard is lower than FMR, why has the PHA selected this standard? (Select all that apply)

- FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
- The PHA has chosen to serve additional families by lowering the payment standard
- Reflects market or submarket
- Other (list below)

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (Select all that apply)

- FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
- Reflects market or submarket
- To increase housing options for families
- Other (list below)

d. How often are payment standards reevaluated for adequacy? (Select one)

- Annually
- Other (list below)

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (Select all that apply)

- Success rates of assisted families
- Rent burdens of assisted families
- Other (list below)
Budgetary Controls

(2) Minimum Rent

a. What amount best reflects the PHA's minimum rent? (Select one)

- \$0
- \$1-\$25
- \$26-\$50

b. Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

A. PHA Management Structure

(Select one)

- An organization chart showing the PHA's management structure and organization is attached. Attachment D
- A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

Program Name	Units or Families Served at Year Beginning 2004	Expected Turnover
Public Housing	3126	678
Section 8 Vouchers	5238	360
Section 8 Certificates	0	0
Section 8 Mod Rehab	0	0
Special Purpose Section 8 Certificates/Vouchers (list individually)		
Southwood-New Const	48	48
St. Court-Subst Rehab	127	127
Public Housing Drug Elimination Program (PHDEP)	1946	292
Other Federal Programs (list individually)		

C. Management and Maintenance Policies

A. Public Housing Maintenance and Management: (list below)

Operations Manual:

This manual constitutes all official policy for MHA's public housing operations and is established by the Board. MHA has effective pest

eradication procedures, in which it treats all units quarterly for possible pest infestation and responds to emergencies within 24 hours.

(2) Section 8 Management: (list below)

No separate Section 8 policies have been established.

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

A. Public Housing

1. Yes No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (Select all that apply)
- PHA main administrative office
 - PHA development management offices
 - Other (list below)

B. Section 8 Tenant-Based Assistance

1. Yes No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (Select all that apply)
- PHA main administrative office
 - Other (list below)

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

A. Capital Fund Activities

(1) Capital Fund Program Annual Statement

Select one:

- The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment D

-or-

- The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)

(2) Optional 5-Year Action Plan

- a. Yes No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (If no, skip to sub-component 7B)

b. If yes to question a, select one:

- The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment E

-or-

- The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)

- Yes No: a) Has the PHA received a HOPE VI revitalization grant? (If no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)
b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name: Hurt Village,
2. Development (project) number: TN 1-6
3. Status of grant: (select the statement that best describes the current status)

- Revitalization Plan under development
- Revitalization Plan submitted, pending approval
- Revitalization Plan approved
- Activities pursuant to an approved Revitalization Plan underway

- Yes No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?
If yes, list development name/s below: Lamar Terrace, TN 1-1

- Yes No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?

If yes, list developments or activities below:
Fowler Homes TN 1-12, Lauderdale Courts TN 1-10, Hurt Village TN 1-06 On site (Uptown Village Apartments), Hurt Village TN 1-06 Off site (Greenlaw Apartments); Hurt Village TN 1-06 Off site (Scattered-Site Rental Units) Hornlake Heights TN 1-20; Ford Road TN 1-32A; Cypresswood Apartments TN 1-32B; Hawkins Mill TN 1-32E; and Cleaborn Homes TN 1-8 and TN 1-11.

- Yes No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?
 If yes, list developments or activities below:
Acquisition with or without rehabilitation

8. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

1. Yes No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If “No”, skip to component 9; if “yes”, complete one activity description for each development.)

2. Activity Description

- Yes No: Has the PHA provided the activities description information in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 9. If “No”, complete the Activity Description table below.)

Demolition/Disposition Activity Description
1a. Development name: Lamar Terrace 1b. Development (project) number: TN 1-1
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one) Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 06/03/03
5. Number of units affected: 478 6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

<p>7. Timeline for activity:</p> <p>a. Actual or projected start date of activity: 5/31/04</p> <p>b. Projected end date of activity: 12/31/04</p>

Demolition/Disposition Activity Description
<p>1a. Development name: Lamar Terrace</p> <p>1b. Development (project) number: TN 1-1</p>
<p>2. Activity type: Demolition <input type="checkbox"/></p> <p style="padding-left: 40px;">Disposition <input checked="" type="checkbox"/></p>
<p>3. Application status (select one)</p> <p style="padding-left: 40px;">Approved <input type="checkbox"/></p> <p style="padding-left: 40px;">Submitted, pending approval <input type="checkbox"/></p> <p style="padding-left: 40px;">Planned application <input checked="" type="checkbox"/></p>
<p>4. Date application approved, submitted, or planned for submission: 07/15/04</p>
<p>5. Number of units affected:</p>
<p>6. Coverage of action (select one)</p> <p><input type="checkbox"/> Part of the development</p> <p><input checked="" type="checkbox"/> Total development</p>
<p>7. Timeline for activity:</p> <p>a. Actual or projected start date of activity: 12/31/04</p> <p>b. Projected end date of activity: 12/31/04</p>

Demolition/Disposition Activity Description
<p>1a. Development name: Dixie Homes</p> <p>1b. Development (project) number: TN 1-5</p>
<p>2. Activity type: Demolition <input checked="" type="checkbox"/></p> <p style="padding-left: 40px;">Disposition <input type="checkbox"/></p>
<p>3. Application status (select one)</p> <p style="padding-left: 40px;">Approved <input type="checkbox"/></p> <p style="padding-left: 40px;">Submitted, pending approval <input type="checkbox"/></p> <p style="padding-left: 40px;">Planned application <input checked="" type="checkbox"/></p>
<p>4. Date application approved, submitted, or planned for submission: 04/15/04</p>
<p>5. Number of units affected: 0</p>
<p>6. Coverage of action (select one)</p> <p><input checked="" type="checkbox"/> Part of the development (Non-dwelling Gymnasium building)</p> <p><input type="checkbox"/> Total development</p>
<p>7. Timeline for activity:</p> <p>a. Actual or projected start date of activity: 10/31/04</p> <p>b. Projected end date of activity: 01/31/05</p>

Demolition/Disposition Activity Description
<p>1a. Development name: Hurt Village</p> <p>1b. Development (project) number: TN 1-06</p>
<p>2. Activity type: Demolition</p>

Disposition X
3. Application status (select one) Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 11/27/02
5. Number of units affected: 0
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development (7 acres) <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 10/15/03 b. Projected end date of activity: 02/27/04

Demolition/Disposition Activity Description
1a. Development name: Hurt Village 1b. Development (project) number: TN 1-06
2. Activity type: Demolition Disposition X
3. Application status (select one) Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 10/24/03
5. Number of units affected: 0
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development (9.43 acres) <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 11/08/03 b. Projected end date of activity: 09/15/04

Demolition/Disposition Activity Description
1a. Development name: Hurt Village 1b. Development (project) number: TN 1-06
2. Activity type: Demolition Disposition X
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 09/15/04
5. Number of units affected: 0
6. Coverage of action (select one)

<input checked="" type="checkbox"/> Part of the development (3.25 acres) <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 03/15/05 b. Projected end date of activity: 09/15/05

Demolition/Disposition Activity Description
1a. Development name: Oates Manor 1b. Development (project) number: TN 1-7
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one) Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 11/17/03
5. Number of units affected: 166
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 05/31/04 b. Projected end date of activity: 12/31/04

Demolition/Disposition Activity Description
1a. Development name: Oates Manor 1b. Development (project) number: TN 1-7
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 06/30/05
5. Number of units affected: 0
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 05/31/06 b. Projected end date of activity: 12/31/06

Demolition/Disposition Activity Description
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1a. Development name: Fowler Homes
1b. Development (project) number: TN 1-12
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input checked="" type="checkbox"/> Submitted, pending approval <input checked="" type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 12/5/03
5. Number of units affected: 48
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 1/15/04 b. Projected end date of activity: 7/15/04

Demolition/Disposition Activity Description	
1a. Development name: Fowler Homes	
1b. Development (project) number: TN 1-12	
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>	
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>	
4. Date application approved, submitted, or planned for submission: 03/31/04	
5. Number of units affected: 3 acres	
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development	
7. Timeline for activity: a. Actual or projected start date of activity: 03/31/04 b. Projected end date of activity: 03/31/05	

Demolition/Disposition Activity Description	
1a. Development name: Fowler Homes	
1b. Development (project) number: TN 1-12	
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>	
3. Application status (select one) Approved <input type="checkbox"/>	

Submitted, pending approval <input type="checkbox"/>
Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 03/31/04
5. Number of units affected: 5 acres
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 03/31/04 b. Projected end date of activity: 03/31/05

Demolition/Disposition Activity Description (New Entry)
1a. Development name: Graves Manor 1b. Development (project) number: TN 1-15
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input checked="" type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 01/31/04
5. Number of units affected: 294
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 6/30/04 b. Projected end date of activity: 12/31/04

Demolition/Disposition Activity Description
1a. Development name: Walter Simmons Estates 1b. Development (project) number: TN 1-16
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input checked="" type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 5/16/03
5. Number of units affected: 300
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

<p>7. Timeline for activity:</p> <p>a. Actual or projected start date of activity: 2/5/04</p> <p>b. Projected end date of activity: 7/31/04</p>

Demolition/Disposition Activity Description (New entry)
<p>1a. Development name: Horn Lake Heights</p> <p>1b. Development (project) number: TN 1-20</p>
<p>2. Activity type: Demolition <input type="checkbox"/></p> <p style="padding-left: 40px;">Disposition <input checked="" type="checkbox"/></p>
<p>3. Application status (select one)</p> <p style="padding-left: 40px;">Approved <input type="checkbox"/></p> <p style="padding-left: 40px;">Submitted, pending approval <input checked="" type="checkbox"/></p> <p style="padding-left: 40px;">Planned application <input type="checkbox"/></p>
<p>4. Date application approved, submitted, or planned for submission: 4/10/03</p>
<p>5. Number of units affected: 0</p>
<p>6. Coverage of action (select one)</p> <p><input type="checkbox"/> Part of the development</p> <p><input checked="" type="checkbox"/> Total development</p>
<p>7. Timeline for activity:</p> <p>a. Actual or projected start date of activity: 6/30/04</p> <p>b. Projected end date of activity: 12/31/04</p>

Demolition/Disposition Activity Description (New entry)
<p>1a. Development name: Ford Road Apartments</p> <p>1b. Development (project) number: TN 1-32A</p>
<p>2. Activity type: Demolition <input type="checkbox"/></p> <p style="padding-left: 40px;">Disposition <input checked="" type="checkbox"/></p>
<p>3. Application status (select one)</p> <p style="padding-left: 40px;">Approved <input type="checkbox"/></p> <p style="padding-left: 40px;">Submitted, pending approval <input checked="" type="checkbox"/></p> <p style="padding-left: 40px;">Planned application <input type="checkbox"/></p>
<p>4. Date application approved, submitted, or planned for submission: 4/10/03</p>
<p>5. Number of units affected: 0</p>
<p>6. Coverage of action (select one)</p> <p><input type="checkbox"/> Part of the development</p> <p><input checked="" type="checkbox"/> Total development</p>
<p>7. Timeline for activity:</p> <p>a. Actual or projected start date of activity: 6/30/04</p> <p>b. Projected end date of activity: 12/31/04</p>

Demolition/Disposition Activity Description (New entry)
<p>1a. Development name: Cypresswood Apartments</p>

1b. Development (project) number: TN 1-32B
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input checked="" type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 4/10/03
5. Number of units affected: 0
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 6/30/04 b. Projected end date of activity: 12/31/04

Demolition/Disposition Activity Description
1a. Development name: Texas Courts 1b. Development (project) number: TN 1-33
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 7/15/04
5. Number of units affected: 39
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 5/31/05 b. Projected end date of activity: 12/31/05

Demolition/Disposition Activity Description
1a. Development name: LeMoyne Gardens/College Park 1b. Development (project) number: TN 1-46
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 10/08/03

5. Number of units affected: 0
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development (1/2 acre tract) <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 03/01/04 b. Projected end date of activity: 07/15/04

Demolition/Disposition Activity Description
1a. Development name: LeMoyne Gardens/College Park
1b. Development (project) number: TN 1-46
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 02/19/03
5. Number of units affected: 0
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development (4.5 acre tract – Homeownership Phase II) <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 10/27/03 b. Projected end date of activity: 12/31/05

Demolition/Disposition Activity Description
1a. Development name: LeMoyne Gardens/College Park
1b. Development (project) number: TN 1-43, TN 1-44, TN 1-46
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission: 04/01/04
5. Number of units affected: 0
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development (Homeownership Phase Subphase II (3.5 acres)) <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 10/01/04 b. Projected end date of activity: 12/31/05

Demolition/Disposition Activity Description	
1a. Development name: MHA Central Office	
1b. Development (project) number: TN 1-08A	
2. Activity type: Demolition <input type="checkbox"/>	
Disposition <input checked="" type="checkbox"/>	
3. Application status (select one)	
Approved <input checked="" type="checkbox"/>	
Submitted, pending approval <input type="checkbox"/>	
Planned application <input type="checkbox"/>	
4. Date application approved, submitted, or planned for submission: 1/31/03	
5. Number of units affected: 0	
6. Coverage of action (select one)	
<input type="checkbox"/> Part of the development	
<input checked="" type="checkbox"/> Total development	
7. Timeline for activity:	
a. Actual or projected start date of activity: 3/30/04	
b. Projected end date of activity: 12/31/04	

Demolition/Disposition Activity Description	
1a. Development name: Vehicle Shop	
1b. Development (project) number: TN 1-08A	
2. Activity type: Demolition <input type="checkbox"/>	
Disposition <input checked="" type="checkbox"/>	
3. Application status (select one)	
Approved <input checked="" type="checkbox"/>	
Submitted, pending approval <input type="checkbox"/>	
Planned application <input type="checkbox"/>	
4. Date application approved, submitted, or planned for submission: 2/18/03	
5. Number of units affected:	
6. Coverage of action (select one)	
<input type="checkbox"/> Part of the development	
<input checked="" type="checkbox"/> Total development	
7. Timeline for activity:	
a. Actual or projected start date of activity: 3/30/04	
b. Projected end date of activity: 12/31/04	

9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities

[24 CFR Part 903.7 9 (i)]

1. Yes No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with

disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If “No”, skip to component 10. If “yes”, complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If “yes”, skip to component 10. If “No”, complete the Activity Description table below. See Attachment K

Designation of Public Housing Activity Description
1a. Development name: 1b. Development (project) number:
2. Designation type: Occupancy by only the elderly <input type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one) Approved; included in the PHA’s Designation Plan <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission:
5. If approved, will this designation constitute a (select one) <input type="checkbox"/> New Designation Plan (Previously Approved) <input type="checkbox"/> Revision of a previously approved Designation Plan?
6. Number of units affected: 7. Coverage of action (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996 HUD Appropriations Act

1. Yes No: Have any of the PHA's developments or portions of developments been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations Act? (If "No", skip to component 11; if "yes", complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip to component 11.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If "yes", skip to component 11. If "No", complete the Activity Description table below.

Conversion of Public Housing Activity Description	
1a. Development name:	
1b. Development (project) number:	
2. What is the status of the required assessment?	<input type="checkbox"/> Assessment underway <input type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question) <input type="checkbox"/> Other (explain below)
3. <input type="checkbox"/> Yes <input type="checkbox"/> No:	Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)
4. Status of Conversion Plan (select the statement that best describes the current status)	<input type="checkbox"/> Conversion Plan in development <input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY) <input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY) <input type="checkbox"/> Activities pursuant to HUD-approved Conversion Plan underway
5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one)	<input type="checkbox"/> Units addressed in a pending or approved demolition application (date submitted or approved:) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved:) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved:) <input type="checkbox"/> Requirements no longer applicable: vacancy rates are less than 10 percent <input type="checkbox"/> Requirements no longer applicable: site now has less than 300 units <input type="checkbox"/> Other: (describe below)

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B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937

C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

1. Yes No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If “No”, skip to component 11B; if “yes”, complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to small PHA or high performing PHA status. PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description
 Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 12. If “No”, complete the Activity Description table below.)

Public Housing Homeownership Activity Description (Complete one for each development affected)	
1a. Development name: College Park	
1b. Development (project) number: TN 1-43, TN 1-44, TN 1-46	
1. Federal Program authority:	
<input checked="" type="checkbox"/>	Section 24 of the USHA of 1937 (Nehemiah like housing program)
<input type="checkbox"/>	HOPE I
<input type="checkbox"/>	5(h)
<input type="checkbox"/>	Turnkey III
<input type="checkbox"/>	Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one)	
<input checked="" type="checkbox"/>	Approved; included in the PHA’s Homeownership Plan/Program (10/15/03)

<input type="checkbox"/> Submitted <input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (11/01/01)
5. Number of units affected: 70 6. Coverage of action: (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development

B. Section 8 Tenant Based Assistance

1. Yes No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982? (If “No”, skip to component 12; if “yes”, describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. High performing PHAs may skip to component 12.)

2. Program Description:

a. Size of Program

Yes No: Will the PHA limit the number of families participating in the section 8 homeownership option? (REV 1/02)

If the answer to the question above was yes, which statement best describes the number of participants? (Select one)

- 25 or fewer participants
- 26 - 50 participants
- 51 to 100 participants
- More than 100 participants

b. PHA-established eligibility criteria

Yes No: Will the PHA’s program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?

If yes, list criteria below:

Qualification for Homeownership Assistance:

The prospective purchaser must meet the following eligibility criteria in order to participate:

- a. Be a Section 8 Certificate or Voucher holder that is eligible to move

- b. Employed for a minimum of two years and work at least 30 hours per week (employment history requirement is not applicable to elderly and disabled families)
- c. Have a minimum yearly income of \$14,100. Income limit is higher than Federal Standards. Income requirements are based on the average median income for Shelby County.
- d. Complete a homeownership counseling program
- e. First Time Homebuyer or have not owned a home in the past three years
- f. Participants must be actively engaged or completed a PHA approved Homeownership Preparatory program in addition to housing counseling requirements.

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (l)]

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

- Yes No: Has the PHA has entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed? 12/02/01

2. Other coordination efforts between the PHA and TANF agency (select all that apply)

- Client referrals
- Information sharing regarding mutual clients (for rent determinations and otherwise)
- Coordinate the provision of specific social and self-sufficiency services and programs to eligible families
- Jointly administer programs
- Partner to administer a HUD Welfare-to-Work voucher program
- Joint administration of other demonstration program
- Other (describe)

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas? (Select all that apply)

- Public housing rent determination policies

- Public housing admissions policies
- Section 8 admissions policies
- Preference in admission to section 8 for certain public housing families
- Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
- Preference/eligibility for public housing homeownership option participation
- Preference/eligibility for section 8 homeownership option participation
- Other policies (list below)

b. Economic and Social self-sufficiency programs

- Yes No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If “yes”, complete the following table; if “no” skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use.)

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
Boys & Girls Club	1200+	Random select	Porter Gym	Both
Goal Card Attendance & Achievement	App. 15	Random select	College Park	Public Housing
Bridges Quantum Opportunity	1000	Specific Criteria	Dixie, Foote, & Cleaborn	Public
Knowledge Quest	125	Specific Criteria	Fowler Homes	Both & Sur Comm
One Room Drop In School	15-20	Referrals	Texas Court	PH Sec 8, & Surrounding Com
Jessie Mahan Day Care	68	Specific Criteria	TDHS & Dixie Homes	PH Sec 8, & Surrounding Com
Girl Scouts	25	Specific Criteria	Alabama Plaza	Public Housing
Opportunity Banc	App. 15	Specific Criteria	MHA	Public & Sec 8
Women in Comm. Service, LeMoyne Econ Advancement Pro.	90+	Current College Park Residents	WICS Office	Hope VI College Park Only
MHA Homemakers Aging Commission	6	Specific Criteria	Delta Area Agency on Aging	High-rise elderly, Public
Senior Companion, MIFA	30+	Specific Criteria	MIFA	High-rise, PH
UT-Regional Medical Center	100	Specific Criteria	Barry Homes, Jefferson Square	PH Residents
Rise Foundation	17	Specific Criteria	<HA Public Housing	Public Housing
MHA Executive Director's	5+	Specific Criteria	MHA Public Housing	Public Housing,

Scholarship Program				Surrounding Com
Resident Employment & Training Center	400	Volunteer	PHA Main Office, Jobs Career Center, Jobs Plus, Walgreen's	Public Housing, Sec 8
Leadership Memphis Training Program	23	Specific Criteria	MHA Leadership Memphis Institute	Public Housing
Corporate Church	300	Specific Criteria	Dixie, Foote, Cleaborn	Public Housing

HOPE VI Community and Supportive Services for Hurt Village Residents				
2001-2005				
Program Name & Description	Estimated Size	Allocation Method (waiting list/random Selection/specific Criteria/other)	Access (Development office/PHA main office)	Eligibility (public housing or Section 8 participants or both)
Metropolitan Inter Faith Association (MIFA) Case management Services	210	Specific Criteria	Alabama Plaza, Dixie Homes, Foote Homes, Section 8 (H.V. residents have been relocated to sites identified above)	Hurt Village residents
Federal Express Employment Opportunities	100	Specific Criteria	MIFA, UPTOWN Resource Center, Resident Association, HOPE VI newsletter	Hurt Village Residents
The Work Place Employment Training and Placement	155	Specific Criteria	MIFA, UPTOWN Resource Center, Mgmt Offices, Newsletter, door to door outreach	Hurt Village residents
Memphis City Schools Adult Basic Education classes, Home Safety training, youth recreational	155	Specific Criteria	MIFA, CSS Coordinator, UPTOWN Resource Center,	Hurt Village Residents

activities through the District Partnership Network				
Unity of Faith Church CPR training, glucose levels and blood pressure testing	150	Random	MIFA, CSS Coordinator	Hurt Village
Memphis Housing Resource Center Housing Counseling Services	75	Specific Criteria	MIFA, CSS Coordinator, UPTOWN Resource Center	Hurt Village Residents
Walgreen's Training and Employment Services	100	Specific Criteria	MIFA, CSS Coordinator, HOPE VI newsletter	Hurt Village Residents
Girls, Inc. Careers & Life Planning, Health & Sexuality, Leadership & Community action, Sports & Adventure, Self Reliance & Life Skills, and Culture & Heritage	75-100	Specific Criteria	MIFA, CSS Coordinator, resident associations, outreach efforts	Hurt Village Residents
Catholic Diocese of Memphis Preschool and After school programs	50-75	Specific Criteria	MIFA, Mgmt offices, HOPE VI newsletter	Hurt Village residents
Leadership Institute of Memphis Leadership training	50-75	Specific Criteria	MIFA, Mgmt offices,	Hurt Village residents
Lemoyne-Owen College and the University of Memphis Academy for Community Builders	75-100	Specific Criteria	MIFA, Mgmt offices, UPTOWN Resource Center, door to door recruitment	Hurt Village Residents
Unity of Faith (A consortium of five churches) Mentoring services and informal	155	Random	UPTOWN Resource Center, Church Community Centers, MIFA, and Mgmt	Hurt Village residents

counseling services throughout the relocation process			offices	
Memphis Area Transit Authority Reduce rate shuttle services	155	Specific Criteria	MIFA, UPTOWN Resource Center, Mgmt offices, and MATA	Hurt Village residents
Memphis Area Neighborhood Watch Educate residents within the Hurt Village community, regarding the latest crime prevention strategies and the formulation of six NWG groups	155	Specific Criteria	Mgmt offices, CSS coordinator, and Resident Associations	Hurt Village residents
Regional Medical Center at Memphis (MED) Sunrise program for young women, 17 yrs old and younger, Breast Cancer Awareness program and onsite health education seminars and health screenings	155	Specific Criteria	MIFA, The MED, Mgmt offices, CSS coordinator	Hurt Village residents
Memphis Shelby Crime Commission Development of a site specific strategy that employs the concepts of situational prevention and Crime Prevention through Environmental Design (CEPTED)	155	Specific Criteria	Mgmt Offices, MHA office of Safety and Security	Hurt Village residents
Porter-Leath Children's Center Employment and training opportunities	25	Specific Criteria	MIFA, Porter-Leath Staff, CSS coordinator	Hurt Village

through the Foster Grandparents program (residents will receive a stipend)				
Rise Foundation Establishes IDA accounts and Provides resources to Public Housing residents through its Save-up initiatives; the RISE Foundation provides \$1 in local funding for every HOPE VI funds set aside for IDA accounts for Hurt Village residents	60	Specific Criteria	The RISE Foundation staff, CSS coordinator, and MIFA	Hurt Village residents
The Salvation Army Transitional housing for single mothers, families, and single men who are drug and alcohol addicted	20	Specific Criteria	MIFA, CSS Coordinator, Resident Association and UPTOWN Resource Center	Hurt Village Residents
STIM/Workforce Development Center Provides case management, education and employment training services	100	Specific Criteria	MIFA and CSS Coordinator	Hurt Village residents
The University of Memphis Program Evaluator, Community of Scholars Program, and the Academy for Community Building	210	Specific Criteria	MIFA, U of staff and CSS coordinator	Hurt Village residents
Young Women's Christian Association Non-traditional training in the areas of carpentry, forklift operation, computer repair, and cable installation	25	Specific Criteria	MIFA, CSS coordinator, Mgmt offices	Hurt Village Resident

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2000 Estimate)	Actual Number of Participants (As of:01/02/04)
Public Housing	99	69
Section 8	97	86

- b. Yes No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size?
If no, list steps the PHA will take below:

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)
- Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
 - Informing residents of new policy on admission and reexamination
 - Actively notifying residents of new policy at times in addition to admission and reexamination.
 - Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
 - Establishing a protocol for exchange of information with all appropriate TANF agencies
 - Other: (list below)

D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937

Community Service Policy attached.

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

A. Need for measures to ensure the safety of public housing residents

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)

- High incidence of violent and/or drug-related crime in some or all of the PHA's developments
- High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
- Residents fearful for their safety and/or the safety of their children
- Observed lower-level crime, vandalism and/or graffiti
- People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
- Other (describe below)

2. What information or data did the PHA used to determine the need for PHA actions to improve safety of residents (select all that apply)?

- Safety and security survey of residents
- Analysis of crime statistics over time for crimes committed "in and around" public housing authority
- Analysis of cost trends over time for repair of vandalism and removal of graffiti
- Resident reports
- PHA employee reports
- Police reports
- Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- Other (describe below) NCIC

3. Which developments are most affected? (List below)

Drug trafficking, drug use and crime impact all MHA's properties.

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)

- Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
- Crime Prevention Through Environmental Design
- Activities targeted to at-risk youth, adults, or seniors
- Volunteer Resident Patrol/Block Watchers Program
- Other (describe below)
Neighborhood Watch Programs; closer cooperation between Memphis Housing Authority staff and the Memphis Police Department; undercover and sting operations

2. Which developments are most affected? (List below)

All MHA properties

C. Coordination between PHA and the police

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

- Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
- Police provide crime data to housing authority staff for analysis and action
- Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
- Police regularly testify in and otherwise support eviction cases
- Police regularly meet with the PHA management and residents
- Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
- Other activities (list below)

2. Which developments are most affected? *All MHA properties.*

D. Additional information as required by PHDEP/PHDEP Plan

- Yes No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- Yes No: Has the PHA included the PHDEP Plan for FY 2002 in this PHA Plan? HUD has eliminated program.
- Yes No: This PHDEP Plan is an Attachment. (Attachment Filename: ____)

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

Pet Policy is attached

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

1. Yes No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h))? (If no, skip to component 17.)
2. Yes No: Was the most recent fiscal audit submitted to HUD?
3. Yes No: Were there any findings as the result of that audit?
4. Yes No: If there were any findings, do any remain unresolved? If yes, how many unresolved findings remain? 3

5. Yes No: Have responses to any unresolved findings been submitted to HUD?
If not, when are they due (state below)?

17. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

1. Yes No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock, including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?
2. What types of asset management activities will the PHA undertake? (Select all that apply)
- Not applicable
 - Private management
 - Development-based accounting
 - Comprehensive stock assessment
 - Other: (list below)
3. Yes No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

17. PHA Asset Management Table (Addendum)

The Memphis Housing Authority has developed a strategic plan for its portfolio of properties and is in the process of changing from an operationally oriented agency to one that is asset management based. In addition to the physical aspects of the plan the MHA is changing its management structure to more align itself with an asset management structure.

MHA has developed a schedule with phases in which to demolish or dispose of non-viable properties so that the agency can effectively provide current and future tenants with the best options for relocation to Section 8 vouchers, new and revitalized public housing units, or home ownership. The properties slated for demolition or disposition during the FY 2004 plan year include Walter Simmons, Horn Lake, Cypresswood, Ford Road, Hawkins Mill, and Lamar Terrace.

LeMoyne Gardens was demolished in 1997, as a result of a 1995 HOPE VI Grant Award. Currently the development, now known as College Park, has an 80-unit senior only complex. This facility is completed and fully occupied. Another 107 units were developed for the Family I Phase along with 154 units in the Family II Phase. These phases are also complete and fully leased. In addition, a total of 70 for sale homes will

be constructed as part of the College Park Homeownership Program. The program will be subdivided in two phases (Subphase 1 – 40 units and Subphase 2 – 30 units). Subphase 1 is currently underway with the construction of the first 5 homes.

The rental phases are managed by a private management company as part of MHA's overall asset management plan to turn the majority of its portfolio to privatized management.

Hurt Village demolition and the disposition of Lauderdale Courts are part of the greater UPTOWN initiative, which is a combination of HOPE VI and mixed-finance new development. The MHA and its developer are moving forward with the major rehabilitation/conversion of Lauderdale Courts into 347 units of mixed income community. The Uptown Project will also will include a mixture of multi-family public housing, LIHTC and market rate housing and also single-family home ownership and rental units. These units will replace old, outdated and unsafe public housing units and will bolster the redevelopment of the area immediately north of downtown Memphis.

Other asset management initiatives include privatizing various maintenance related areas at our developments including landscaping, plumbing, hvac and emergency repairs. The MHA is also evaluating various apartment complexes in the Memphis area for acquisition to replace demolished and/or disposed of units providing an influx of newly developed or recently remodeled housing stock. It is anticipated that part of the funds available for these purchases as well as planned revitalization programs will come from the application for THDA low income housing tax credits and the proceeds of City of Memphis general obligation bonds.

Part of the revitalization efforts will include demolition and new development at these current MHA locations: Fowler Homes, Oates Manor, Cypresswood, Horn Lake, Ford Road and Hawkins Mill. These new development will occur systematically over the next five years.

MHA's strategies for asset management and revitalization will enable us to increase our occupancy and increase our effectiveness for maintenance needs at our developments. Following the above strategies will allow us improve our PHAS scores.

18. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

1. Yes No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?
2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)

- Attached at Attachment H Resident Meeting Minutes and Comments
 Provided below:

3. In what manner did the PHA address those comments? (Select all that apply)

- Considered comments, but determined that no changes to the PHA Plan were necessary.
- The PHA changed portions of the PHA Plan in response to comments
List changes below:
- Other: (list below)

B. Description of Election process for Residents on the PHA Board

1. Yes No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)
2. Yes No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)

3. Description of Resident Election Process

a. Nomination of candidates for place on the ballot: (select all that apply)

- Candidates were nominated by resident and assisted family organizations
- Candidates could be nominated by any adult recipient of PHA assistance
- Self-nomination: Candidates registered with the PHA and requested a place on ballot
- Other: (describe)

b. Eligible candidates: (select one)

- Any recipient of PHA assistance
- Any head of household receiving PHA assistance
- Any adult recipient of PHA assistance
- Any adult member of a resident or assisted family organization
- Other (list)

c. Eligible voters: (select all that apply)

- All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
- Representatives of all PHA resident and assisted family organizations
- Other (list)

C. Statement of Consistency with the Consolidated Plan

1. Consolidated Plan jurisdiction: City of Memphis
2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

- The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
- The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
- The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (List below)
- Other: (list below)

The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: *The City of Memphis has made commitments to support the revitalization activities planned by MHA at College Park (LeMoyne Gardens), and Uptown sites including Uptown Square (Lauderdale Courts), Greenlaw Place Apartments, scattered site development, and other components of the Hurt Village Revitalization Plan. City funds will be used for community and supportive services, infrastructure, and down payment assistance. The City is also targeting several neighborhoods for strategic development initiatives, including the College Park area, the Greenlaw/Manassas neighborhood, and the area surrounding Foote Homes and Cleaborn Homes. In the Foote/Cleaborn area, the City is sponsoring the Peabody/Vance Collaborative, which provides supportive services, a micro loan program, and job training programs to public housing residents.*

D. Other Information Required by HUD

Mayor's Letter Attachment J

Definition for Significant Amendments and Substantial Deviation/Modifications to the Plan:

- 1. Changes to rent or admissions policies or organization of the waiting list**
- 2. Additions of non-emergency work items (items not included in the current annual Statement or Five-Year Action Plan) or change in the use of replacement reserve funds under the Capital Fund**
- 3. Any change with regard to demolition or disposition, designation,**

homeownership

Attachments

Use this section to provide any additional attachments referenced in the Plans.

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**Admissions and Continued Occupancy Policy Governing
HUD-Aided Public Housing Operated by
the Memphis Housing Authority**

I. Nondiscrimination

A. Compliance with Civil Rights Laws

1. It is the policy of the Memphis Housing Authority (MHA) to comply with all laws relating to Civil Rights, including but not limited to:

- Title VI of the Civil Rights Act of 1964, (See 24 CFR Part 1)
- Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), (See 24 CFR Part 100)
- Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, (See 24 CFR Part 8)
- the Age Discrimination Act of 1975, (See 24 CFR Part 146)
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern), (Title II deals with common areas and public space, not living units.)
- any applicable State laws or local ordinances, and
- any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted. (Required 24 CFR § 960.203)
- The Calvert Consent Order, dated December 23rd, 1996

2. MHA shall not discriminate because of race, color, national origin, sex, religion, familial status, or disability in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under MHA's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof. (Required, 24 CFR § 100.5)

3. MHA shall not, on account of race, color, national origin, sex, religion, familial status, or disability treat any family or person in the manner described below:

- (a) Deny anyone the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
- (b) Provide anyone housing that is different from that provided others¹;
- (c) Subject anyone to segregation or disparate treatment;
- (d) Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
- (e) Treat anyone differently in determining eligibility or other requirements for admission²;

¹ MHA is not only permitted but is required to provide persons with disabilities with housing that is appropriate for their needs. This accessible or adaptable housing, although different from that provided to others, is permitted because it allows persons with disabilities to participate in the public housing program.

- (f) Deny anyone access to the same level of services³; or
- (g) Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

4. MHA shall not automatically deny admission to any group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Each applicant in a particular group or category must be treated on an individual basis in the normal processing routine. (Required, 24 CFR § 960.205)

5. MHA will identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504, and the Fair Housing Amendments Act of 1988, MHA will make structural modifications to its housing and non-housing facilities (Required, 24 CFR §§ 8.21, 8.23, 8.24, and 8.25) and make reasonable accommodations in its procedures or practices (Required, 24 CFR § 100.204) to permit people with disabilities to take full advantage of the MHA's housing program and non-housing programs.

- (a) In making reasonable accommodations or structural modifications to **existing housing programs** (See 24 CFR § 8.24) or in **carrying out Other Alterations** [See 24 CFR § 8.23(b)] for otherwise qualified persons with disabilities, MHA is **not** required to:
 - (i) Make each of its existing facilities accessible [24 CFR § 8.24 (a) (1)] ; or make structural alterations when other methods can be demonstrated to achieve the same effect; [24 CFR § 8.24 (b)]
 - (ii) Make structural alterations that require the removal or altering of a load-bearing structural member; [24 CFR § 8.32 (c)]
 - (iii) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level; [24 CFR § 8.26]
 - (iv) Take any action that would result in a fundamental alteration in the nature of the program; [24 CFR § 8.24 (a) (2)] or
 - (v) Take any action that would result in an undue financial and administrative burden on the Authority. [24 CFR § 8.24 (a) (2)]
- (b) When the MHA is making **substantial alterations** (defined in 24 CFR § 8.23 as Comprehensive Modernization or work in developments with 15+ units, work whose value exceeds 75% of the replacement cost of the facility) to an existing housing facility MHA is not required to:
 - (i) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level; [24 CR § 8.26]
 - (ii) Make structural alterations that require the removal or altering of a load-bearing structural member; [24 CFR § 8.32 (c)] or

² Except that MHA is obliged to offer reasonable accommodations to applicants with disabilities. This will not affect MHA's screening or eligibility standards, but it might require MHA to revise its procedures or practices in carrying out those standards.

³ This requirement applies to services provided by MHA and services provided by others with MHA's permission on public housing property. Thus, a health screening program offered by the local health department in a public housing community room would have to be fully accessible to persons with disabilities.

(iii) Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable. Structural impracticability is defined as: Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of 50% or more of the value of the element of the building or facility involved. [24 CFR § 8.32 (c) and § 40, Uniform Federal Accessibility Standards, 3.5 and 4.1.6(3)]

Note that the undue burdens test is not applicable to housing undergoing substantial alteration.

6. MHA will not permit these policies to be subverted to do personal or political favors. MHA will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, federal law, and the civil rights of the other families on the waiting list. [Required, 24 CFR § 906. 204 (a)(3)(ii)]

7. Childhood lead poisoning is one of the most common pediatric health problems in the United States and it is preventable. MHA desires to focus on lead poisoning before it occurs. All potential residents, prior to being assigned a unit, shall have their children under seven years of age tested for the levels of lead in their blood. Potential residents may be tested or have their children tested by the Memphis-Shelby County Health Department or their health care provider. The potential residents will be responsible for having the test completed. Potential residents must execute a medical record release form and have a copy of all results forwarded to the MHA prior to being assigned a unit. If a potential resident fails to have their children under seven years of age tested, or fails to have the results forwarded to MHA within ten days of the notice of an available unit, the potential resident's name will go to the bottom of the housing waiting list.

B. Accessibility and Plain Language

1. Facilities and programs used by residents must be accessible to a person in a wheelchair. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms and so on must be usable by residents with a full range of disabilities. If none of these facilities are already accessible (and located on accessible routes), some⁴ must be made so, subject to the undue financial and administrative burden test. (Required, 24 CFR § 8.20 and 8.21)

2. Documents to be used by applicants and residents will be made available in formats accessible for those with vision or hearing impairments (Required, 24 CFR § 8.6). Equally important, the documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Unless prohibited by local law, documents may be translated into languages other than English as needed⁵.

3. Some aspects of eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance are complicated, but MHA will present examples to help applicants and residents understand the issues involved. In writing materials for applicants and residents, MHA staff will keep in mind that mental retardation, learning disabilities and cognitive disabilities may affect the applicant's ability

⁴ It is not required that all public and common areas be made accessible so long as persons with disabilities have full access to all the types of facilities and activities available to persons without disabilities. Thus, not all laundry facilities need to be accessible so long as there are sufficient accessible laundry facilities for use by persons with disabilities at each development that provides laundry facilities.

⁵ 24 CFR § 5.505 requires that any notice or document relative to citizen or eligible immigration status, where feasible, be provided to an applicant or tenant in a language that is understood by the individual if the individual is not proficient in English. In general, documents will be translated when there are sufficient numbers of applicants or residents speaking a language to warrant the expense.

to read or understand – so rules and benefits may have to be explained verbally, perhaps more than once. **(Required, 24 CFR § 8.6)**

4. At the point of initial contact with all applicants, MHA staff will ask whether they need some form of communication other than plain language paperwork. Alternative forms of communication might include: sign language interpretation; having materials explained orally by staff, either in person or by phone; large type materials; information on tape; having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials; permitting applicants to file applications by mail; and permitting alternative sites for application taking. **(Required, 24 CFR § 8.6)**

5. Some applicants will not be able to read (or to read English), so intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English may furnish an interpreter who can explain what is going on. MHA is not required to pay the costs associated with having a foreign language interpreter (as they are for sign language interpreters for the hearing impaired [**Required, 24 CFR § 8.6**] because the Fair Housing law makes no such requirement).

6. At a minimum, MHA will prepare the following information in plain-language accessible formats:

- Marketing, promotional and informational materials
- Information about the application process
- How rents and utility allowances are determined
- The application form and required certifications
- All form letters and notices to applicants and residents
- General statement about reasonable accommodation
- Orientation materials for new residents
- The lease and house rules, if any
- Guidance or instructions about care of the housing unit
- Information about opening, updating or closing the waiting list
- All information related to applicant's rights (to informal hearings, etc.)

II. Eligibility for Admission and Processing of Applications

A. Affirmative Marketing

1. MHA will conduct outreach as needed to maintain an adequate application pool representative of the eligible population in the area. Outreach efforts will consider the level of vacancy in the MHA's units, any disparity in incomes between developments, availability of units through turnover, and waiting list characteristics. MHA will periodically assess these factors in order to determine the need for and scope of any marketing efforts. All marketing efforts will include outreach to those least likely to apply (**Affirmative Marketing Requirement**).

2. Marketing and informational materials will be subject to the following:

- (a) Marketing materials will comply with Fair Housing Act requirements on wording, logo, size of type, etc. [**Required, 24 CFR §109.30(a)**];
- (b) Marketing will describe the housing units, application process, waiting list and preference structure accurately;
- (c) Marketing will use clear and easy to understand terms and will use more than strictly English-language print media;
- (d) Agencies that serve and advocate for potentially qualified applicants least likely to apply (e.g. the disabled) will be contacted to ensure that accessible/adaptable units are offered to applicants who need their features;
- (e) Marketing materials will make clear who is eligible: low income individuals and families; working and non-working people; and people with both physical and mental disabilities; and
- (f) MHA will be clear about its responsibility to provide reasonable accommodations to people with disabilities.

B. Qualification for Admission

1. It is MHA's policy to admit **only** qualified applicants⁶.

2. An applicant is qualified if he or she meets all of the following criteria:

- (a) Is a family as defined in Section XII of this policy;
- (b) Meets the HUD requirements on citizenship or immigration status; [**Required, 24 CFR § 5.5 Subpart E**]
- (c) Has an Annual Income (as defined in Section XI of this document) at the time of admission that does not exceed the income limits (maximum incomes by family size established by HUD) posted in MHA offices.

⁶ The term "qualified" refers to applicants who are eligible and able to meet the applicant selection standards. This term is taken from the 504 regs: **24 CFR § 8.3** Definition of qualified individual with handicaps. Eligibility is a term having specific meaning under the Housing Act of 1937. In order to be eligible, a family must meet four tests: (1) they must meet HA's definition of family; (2) have an Annual Income at or below program guidelines; (3) each family member, age 6 or older, must have a social security number or certify that he/she has no number; and (4) each family member receiving assistance must be a citizen or non-citizen with eligible immigration status per **24 CFR § 5.5**.

- (d) Provides documentation of Social Security numbers for all family members, age 6 or older, or certifies that they do not have Social Security numbers; [Required, 24 CFR § 5.216] and
- (e) Meets or exceeds the Applicant Selection Criteria set forth in Section II. F. of these policies [Required, 24 CFR § 960.205], including attending and successfully completing a MHA-approved pre-occupancy orientation session;.

C. Waiting List Management

1. It is the policy of MHA to administer its waiting list as required by the regulations at 24 CFR §§ 5.4, 5.5, 5.6, 960.201 through 960.215).

2. Opening and Closing Waiting Lists

- (a) MHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. MHA may open or close the list for persons with a high preference category, or by unit size or type available. See (c) below [Required, 24 CFR § 5.410].
- (b) For any unit size or type, if the MHA's highest waiting list preference category has sufficient applications to fill anticipated vacancies for the coming 12 months, MHA may elect to: (a) close the waiting list completely; (b) close the list during certain times of the year; or (c) restrict intake by preference, type of project, or by size and type of dwelling unit [Required, 24 CFR 5.410].
- (c) Decisions about closing the waiting list will be based on the number of applications available for a particular size and type of unit, the number of applicants who qualify for a preference, and the ability of MHA to house an applicant in an appropriate unit within a reasonable period of time (between twelve and eighteen months). A decision to close the waiting lists, restricting intake, or opening the waiting lists will be publicly announced.
- (d) During the period when the waiting list is closed, MHA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

3. Determining if the Waiting List may be Closed

MHA will use its **Procedure on Opening and Closing the Waiting List**⁷ to determine whether the waiting list(s) may be closed.

4. Updating the Waiting List

- (a) Beginning in April of 2,000 MHA will update each waiting list sublist (by unit type and BR size) at least once a year by contacting all applicants in writing⁸.
If, after two attempts in writing⁹, no response is received, MHA will withdraw the names of applicants from the waiting list.

⁷ This policy refers to written procedures that cover, in this case, the closing of the waiting list. References to other administrative procedures is made periodically in the text of this policy. These procedures are separate documents that describe the work steps necessary to implement the policy choices made in this document. The procedures are for use by staff and may be modified or amended as needed without Board approval.

⁸ Or by the method designated at initial application by applicants with disabilities.

⁹ Both the first and second written communication will be sent by first class mail.

At the time of initial intake, MHA will advise families of their responsibility to notify the MHA when their circumstances, mailing address or phone numbers change.

- (b) MHA will not remove an applicant's name from the waiting list except in accordance with its **Procedure on Updating the Waiting List and Removing Applications**.

5. Change in Preference Status While on the Waiting List

- (a) Families on the waiting list who did not qualify for a local or ranking preference when they applied may experience a change in circumstances that qualifies them for a preference. In such instances, it will be the family's duty to contact MHA so that their status may be recertified or, depending on application processing status, reverified. Applicants whose preference status changes while they are on the waiting list will retain their original date and time of application.
- (b) To the extent that MHA determines that the family does now qualify for a preference, they will be moved up on the waiting list in accordance with their preference(s) and their date and time of application. They will then be informed in writing of how the change in status has affected their place on the waiting list.

D. Processing Applications for Admission

1. MHA will accept and process applications in accordance with applicable HUD Regulations and MHA's **Procedure on Taking Applications and Initial Processing**. MHA will work on the assumption that the facts certified to by the applicant in the preliminary application are correct, although all those facts will be verified later in the application process.

2. Interviews and Verification Process

As applicants approach the top of the waiting list, they will be contacted and requested to come to the MHA Administration Building for an interview to complete their applicant files. Applicants who fail to attend their scheduled interview or who cannot be contacted to schedule an interview will have their applications withdrawn, subject to reasonable accommodations for people with disabilities.

- (a) The following items will be verified according to MHA's **Procedure on Verification**, to determine qualification for admission to MHA's housing:
 - (i) Family composition and type (Elderly/Disabled/near elderly /non-elderly)
 - (ii) Annual Income
 - (iii) Assets and Asset Income
 - (iv) Deductions from Income
 - (v) Preferences
 - (vi) Social Security Numbers of all Family Members Age 6+
 - (vii) Information Used in Applicant Screening
 - (viii) Citizenship or eligible immigration status
- (b) Third party written verification is the preferred form of documentation to substantiate applicant or resident claims. If third party written verifications are not available, MHA may also use (1) phone verifications with the results recorded in the file, dated, and signed by MHA staff, (2) review of documents, and, if no other form of verification is available, (3)

applicant certification. Applicants must cooperate fully in obtaining or providing the necessary verifications.

- (c) Verification of eligible immigration status shall be carried out pursuant to **24 CFR § 5.5**. Citizens are permitted to certify to their status.

3. Applicants reporting zero income will be asked to complete a family expense form. This form will be the first completed in the interview process. The form will ask applicants to document how much they spend on: food, transportation, health care, child care, debts, household items, etc. and what the source of income is for these expenses. It will also ask applicants about the status of any application or benefits through TANF or other similar programs. (If a “zero income” family is admitted, redeterminations of income will be performed every 30 days. See Section 3. C, Periodic Reexaminations, of this policy.)

4. MHA’s records with respect to applications for admission to any low-income housing assisted under the United States Housing Act of 1937, as amended, shall indicate for each application the date and time of receipt; The applicant’s race and ethnicity; the determination by MHA as to eligibility or ineligibility of the applicant; when eligible, the unit size(s) for which eligible; the preference, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected. [Required, 24 CFR § 85.42]

E. The Preference System

1. **It is MHA's policy that a preference does not guarantee admission.** Preferences are used to establish the order of placement on the waiting list. Every applicant must still meet MHA's Resident Selection Criteria (described later in this policy) before being offered a unit.

2. **Factors other than preferences that affect the selection of applicants from the waiting list** [Required, 24 CFR § 5.410 (d)]

Before applying its preference system, MHA will first match the characteristics of the available unit to the applicants available on the waiting list. Factors such as unit size, accessibility features, or type of project, limit the admission of families to those households whose characteristics “match” the characteristics and features of the vacant unit available.

By matching unit and family characteristics, it is possible that families lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application, or ahead of families with a higher preferences (e.g. the next unit available is an accessible unit and the only applicant family needing such features is in the non-preference pool, i.e. having no preference).

Factors other than the preference system that affect applicant selection for unit offers are described below:

- (a) When selecting a family for a unit with **accessible features**, MHA will give a preference to families that include persons with disabilities who can benefit from the unit’s features. First preference will be given to existing tenant families seeking a transfer and second preference will be given to applicant families.

If no family needing accessible features can be found for a unit with accessible features, MHA will house a family not needing the unit features, subject to the requirement in the Tenant Selection and Assignment Plan, under which a non-disabled family in an accessible unit can be required to move so that a family needing the unit features can take advantage of the unit.

- (b) When selecting a family for a unit in housing designated for elderly families, or disabled families, if any, MHA will give a priority to elderly, disabled or near elderly families as described later in this section.
- (c) When selecting a family for a unit in a mixed population development (a property that houses both elderly and disabled families, as opposed to a general occupancy development that houses non-elderly families as well), MHA will give a priority to elderly families and disabled families as described later in this section.
- (d) When selecting a single person at a Mixed Population development, elderly, disabled or displaced single persons have priority over singles who are not elderly, disabled or displaced regardless of preferences. Single applicants who are not elderly, disabled or displaced can only be admitted after all elderly or disabled families or single displaced persons have been offered units. [Required, 24 CFR § 960.407]

Preferences will be granted to applicants who are otherwise qualified and who, at the time of the unit offer (prior to execution of a lease), meet the definitions of the preferences described below.

3. Local Preference: Non-Revitalized Developments

There is one local preference in effect based on ranges of income applicable to all developments except those constructed on the former site of Lemoyne Gardens. Under the MHA-wide system, applicants will be grouped as follows:

- **Tier I:** Families with incomes between 0% and 30% of area median income (this group **must** constitute at least 40% of all admissions in any year);
- **Tier II:** Families with incomes between 31% and 80% of area median income (the target for this group is 60% of all admissions in any year); and

At least 40% of all applicants admitted in any year must be applicants from Tier I. This is a requirement of the Quality Housing and Work Responsibility Act of 1998.

4. Local Preference: Revitalized Developments

There is a different local preference based on ranges of income applicable to the revitalized developments constructed on the former Lemoyne Gardens site as follows:

Elderly Buildings

- **Tier I:** Elderly and near elderly families with incomes between 0% and 30% of area median income (this group **must** constitute at least 40% of all admissions in any year);
- **Tier II:** Elderly and near elderly families with incomes between 31% and 60% of area median income (the target for this group is 60% of all admissions in any year).

Family Buildings

- **Tier I:** Families with incomes between 0% and 30% of area median income (this group **must** constitute at least 40% of all admissions in any year);
- **Tier II:** Families with incomes between 31% and 60% of area median income (the target for this group is 10% of all admissions in any year); and

- **Tier III:** Families with incomes between 61% and 80% of area median income (the target for this group is 50% of all admissions in any year).

5. Ranking Preference

There are two possible ranking preferences in effect: first is the **Displacement Preference**, and second is the **Upward Mobility Preference** (as defined in Section XII). **MHA's Procedure on Unit Offers and Applicant Placement** will be used to order the Waiting List and make unit offers.

Families that qualify for neither the Natural Disaster/Governmental Displacement nor the Upward Mobility preferences will be categorized as No-preference families.

6. Preference for Returnees: Revitalized Developments

In addition to these ranking preferences, there shall be a preference in effect, at revitalized developments only, for former residents who had previously indicated that they wished to return. To qualify for this preference a family would have to: a) indicate at the time they make their Permanent Housing Choice that they wish to return; b) accept temporary relocation as assigned by MHA until the revitalized units are ready for return; c) be a tenant in good standing at the housing assigned for temporary relocation when the revitalized units are ready for re-occupancy and d) pass the screening requirements approved in the Management Plan.

7. Mixed Population Buildings Local Preference

In addition to the Income Tier preference, which applies to all MHA's developments, MHA elects to retain the former Federally mandated priority for single persons who are either elderly, persons with disabilities, or persons displaced by governmental action over all other single persons when filling vacancies in its Mixed Population buildings.

8. Method of Applying Preference

To ensure that MHA admits the statutorily required 40% of applicants per year with incomes in Tier I and, at the same time, does not create concentrations of families by income at any of its properties, MHA will rank applicants within both income tiers as Displacement, Upward Mobility or no-preference. Four out of every ten applicants admitted in any fiscal year will be from Tier I. If there are insufficient applications among the Tier I Displacement preference holders, Tier I Upward Mobility preference holders will be selected. If there are insufficient Upward Mobility preference holders, staff will make offers to the No-preference applicants in Tier I. Within each of the ranking preference categories, offers will be made by oldest application. [See 24 CFR § 960.211 (b)] The remaining six out of every ten applicants admitted, will be from Tier II, subject to the same ranking preferences sorted by application date and time.

Former residents returning to revitalized developments will not count against the income tier targets. Rather, these families will be treated as transferees, even if their temporary relocation has been through the Section 8 program.

- MHA will house applicants from Tiers I and II on the waiting list by selecting first from the Displacement applicants, then from Upward Mobility applicants within each Tier, and then, if the Upward Mobility applications are exhausted, by selecting from the No-preference applicants within each Tier.
- MHA will also offer units to existing residents on the transfer list. Some types of transfers are processed before new admissions and some types of transfers are processed with

new admissions, using a ratio set forth in the Tenant Selection and Assignment Plan (TSAP). Transfers do not count toward the 40% Tier I requirement.

- (c) MHA will neither hold units vacant for prospective applicants with preferences, nor will it relax eligibility or screening criteria to admit otherwise unqualified applicants with preferences.

9. Definition of Displacement and Upward Mobility Preference

MHA defines Displacement to include applicants who can document that they have been displaced by a natural disaster declared by the President of the United States, displaced, through no fault of their own by governmental action, or displaced by domestic violence.

MHA defines Upward Mobility to include all applicants with adult members who can document that they are employed or involved in job training, including job training undertaken as a requirement of persons receiving Temporary Assistance to Needy Families, as defined in Section XII. Additionally, persons who cannot work because of age or disability qualify for this ranking preference.

Although the ranking preferences have several subcategories, the subcategories will not be combined or aggregated in any way. Applicants will be considered for admission based on any one of the subcategories in which they qualify. Thus, an applicant whose family includes two members with Upward Mobility preferences does not rank any higher than a family that has only one member qualifying for the Upward Mobility preference.

10. Withholding Preferences

As required by law, MHA will withhold a preference from an applicant if any member of the applicant family is a person evicted from housing assisted under the 1937 Housing Act during the past three years because of drug-related or criminal activity that threatens the health, safety or peaceful enjoyment of other residents or MHA staff. [Required, 24 CFR § 5.410 (a) (3)] MHA may grant an admissions preference in any of the following cases:

- (a) If MHA determines that the evicted person has successfully completed a rehabilitation program approved by MHA;
- (b) If MHA determines that the evicted person clearly did not participate in or know about the drug-related criminal activity; or
- (c) If MHA determines that the evicted person no longer participates in any drug-related or criminal activity that threatens the health, safety or right to peaceful enjoyment of other tenants or staff of MHA.

11. Designated Housing

The preference system described above will work in combination with requirements to match the characteristics of the family to the type of unit available, including developments with HUD-approved designated populations, if any. When such matching is required or permitted by current law, MHA will give preference to the families described below. The ability to provide preferences for some family types will depend on unit size available.

- (a) **Projects designated for the elderly:**¹⁰ Elderly families will receive a priority for admission to units or buildings covered by a HUD-approved Designation Plan.
When there are insufficient elderly families on the waiting list, near-elderly families (head or spouse ages 50 to 61) will receive a priority for this type of unit.
- (b) **Projects designated for disabled families:**¹¹ Disabled families will receive a priority for admission to units or buildings that are covered by a HUD-approved Designation Plan.
- (c) **Mixed population Projects**¹²: Elderly families, disabled families and families displaced by governmental action will receive equal priority for admission to such units.
All elderly, disabled or displaced applicants who are single persons shall be admitted before single persons who are not elderly, disabled nor displaced.
- (d) **General Occupancy Projects:** The priority for elderly and disabled families and displaced persons over single persons does not apply at General Occupancy Properties.

12. Administration of the Preferences

- (a) Depending on the time an applicant may have to remain on the waiting list, MHA will either verify preferences at the time of application (when there is no waiting list or the waiting list is very short) or require that applicants certify to their qualification for a preference at the time of pre-application (when the wait for admission exceeds four months). Verification of preferences is one of the earliest steps in processing waiting list families for admission. Preference verifications shall be no more than 120 days old at the time of certification.
- (b) At the time of pre-application, MHA will use a pre-application to obtain the family's certification that it qualifies for a preference. Between pre-application and the application interview, the family will be advised to notify MHA of any change that may affect their ability to qualify for a preference.
- (c) Applicants that are otherwise eligible and self-certified as qualifying for a preference will be placed on the waiting list in the appropriate applicant pool.
- (d) Applicants that self-certify to a preference at the time of pre-application and cannot verify current preference status at the time of certification will lose their preference status and their standing on the waiting list.

Families that cannot qualify for any of the preferences will be moved into the No-preference category, and to a lower position on the waiting list based on date and time of application.

¹⁰ This reference is to buildings or portions of buildings designated for the elderly by following HUD's requirements. Designation of housing for the elderly requires the preparation of a designated housing plan. The plan must be presented to HUD for review and approval.

¹¹ Buildings, floors and units can also be designated for disabled families, also by following the HUD requirements. This entails preparing a designated housing plan noting which buildings (if any) will be set aside for disabled families. HUD approval is required for the plan.

¹² A mixed population project is a property (or portion of a property) that was: reserved for elderly and disabled families at its inception and has retained that character; or the MHA obtained HUD approval to retain the property for elderly and disabled families. These projects were formerly known as elderly projects.

- (e) Families that claim a preference at pre-application, but do not qualify for a preference at the time of application interview, will be notified in writing and advised of their right to an informal meeting as described below. If otherwise qualified, the family's application will then be placed on the waiting list in the appropriate No-preference category.

13. Notice and Opportunity for a Meeting [Required, 24 CFR § 960.211 (e)]

If an applicant claims but does not qualify for a preference, the applicant can request a meeting:

- (a) MHA will provide a written notice if an applicant does not qualify for a preference. This notice shall contain: a brief statement of the reasons for the determination, and a statement that the applicant has the right to meet with MHA's designee to review the determination.
- (b) If the applicant requests the meeting, MHA shall designate an officer or employee to conduct the meeting. This person(s) can be the person who made the initial determination or reviewed the determination of his or her subordinate, or any other person designated by the MHA. A written summary of this meeting shall be made and retained in the applicant's file.
- (c) The applicant will be advised that he/she may exercise other rights if the applicant believes that illegal discrimination, based on race, color, national origin, religion, age, disability, or familial status has contributed to the MHA's decision to deny the preference.

F. Applicant Selection Criteria

1. It is MHA's policy that all applicants shall be screened in accordance with HUD's regulations (24 CFR § 960) and sound management practices. During screening, MHA will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below:

- (a) to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
- (b) to care for and avoid damaging the unit and common areas;
- (c) to use facilities and equipment in a reasonable way;
- (d) to create no health, or safety hazards, and to report maintenance needs;
- (e) not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
- (f) not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff; and not to engage in drug-related criminal activity; and
- (g) to comply with necessary and reasonable rules and program requirements of HUD and the MHA.

2. How MHA will check ability to comply with essential lease requirements:

- (a) Applicant ability and willingness to comply with the essential lease requirements will be checked and documented in accordance with MHA's **Procedure on Applicant Screening**. Information to be considered in completing applicant screening shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application, in present and prior housing. Any costs incurred to complete the application process and screening will be paid by the MHA.

- (b) The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected **not to**:
 - (i) Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare; **[Required, 24 CFR § 960.205 (b)]**
 - (ii) Adversely affect the physical environment or financial stability of the project; **[Required, 24 CFR § 960.205 (b)]**
 - (iii) Violate the terms and conditions of the lease; **[See 24 CFR § 8.3 Definition: Qualified individual with handicaps]**
 - (iv) Require services from MHA staff that would alter the fundamental nature of MHA's program. **[See 24 CFR § 8.3 Definition: Qualified individual with handicaps]**
- (c) MHA will conduct a detailed interview of all applicants using an interview checklist. The checklist is part of the screening procedures (**Screening Procedure**) used in support of this policy. The form will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification. **[Required, 24 CFR §960.206 (a) &(b)]**
- (d) MHA will complete a credit check and a rental history check on all applicants. In carrying out the credit check MHA will pay particular attention to the applicant's history of rental payment as opposed to payment history generally.
- (e) Payment of funds owed to MHA or any other housing authority is part of the screening evaluation. Payment of outstanding balances is an opportunity for the applicant to demonstrate an improved track record. MHA will reject an applicant for unpaid balances owed MHA by the applicant for any program that MHA operates. MHA expects these balances to be paid in full (either in a lump sum or over time) before initiating the full screening process. MHA will not admit families who owe back balances. **[See 24 CFR § 960.205 (b)(1)]**
- (f) MHA will complete a criminal background check on all adult applicants or any member for whom criminal records are available. **[24 CFR § 960.205 (b)(3)]**
- (g) MHA will complete a home visit on all applicants.¹³ Housekeeping inspections will be used to determine whether the applicant's housekeeping would contribute to health or sanitation problems. MHA staff completing the home visit must consider whether the conditions they observe are the result of the applicant's treatment of the unit or whether they are caused by the unit's overall substandard condition.
 - (i) Housekeeping criteria shall include, but not be limited to:
 - Conditions in living room, kitchen (food preparation and clean-up), bathroom, bedrooms, entrance-ways, halls, and yard (if applicable);
 - Cleanliness in each room; and
 - General care of appliances, fixtures, windows, doors and cabinets.

¹³ If MHA is unable to perform home visits on all applicants, MHA may elect to perform home visits only on applicants who have passed the criminal background check or on applicants whose landlord references are marginal. MHA will not make home visits to housing units where the applicant has no control over the quality of the housing, such as to persons living in homeless shelters.

(ii) Other MHA lease compliance criteria will also be checked, such as:

Evidence of destruction of property;

Unauthorized occupants;

Evidence of criminal activity; and

Conditions inconsistent with application information.

(iii) All applicants shall have at least two days' advance written notice of Home Visits.

(iv) The purpose of the Home Visit is to obtain information to be used in determining the applicant's compliance with Applicant Screening Criteria.

(h) All applicants are required to attend and complete MHA's Pre-Occupancy Orientation.

(i) MHA's examination of relevant information respecting past and current habits or practices will include, but is not limited to, an assessment of:

- The applicant's past performance in meeting financial obligations, especially rent and utility bills. **[Required, 24 CFR § 960.205 (b) (1)]**
- A record of disturbance of neighbors (sufficient to warrant a police call) destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors. **[Required, 24 CFR § 960.205 (b) (2)]**
- Any history of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development. **[Required, 24 CFR § 960.205 (b)(3) & the Anti-Drug Act of 1988]**
- A record of eviction from housing or involuntary termination from residential programs (taking into account date and circumstances).
- An applicant's ability and willingness to comply with the terms of MHA's lease. **[24 CFR § 8.2 Definition: Qualified Individual with Handicaps]**

(j) An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition or rent will result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.

(k) Applicants must be able to demonstrate the ability and willingness to comply with the terms of MHA's lease, either alone or with assistance that they can demonstrate they have or will have at the time of admission.¹⁴ **[24 CFR § 8.2 Definition: Qualified Individual with Handicaps]** Availability of assistance is subject to verification by MHA.

¹⁴ Applicants whose landlord, financial, criminal and other references demonstrate that they are already willing and able to comply with lease terms in their existing housing will be considered to have met this criterion, whether or not they are disabled. Applicants whose housing situations make it difficult for MHA to determine whether or not they are able and willing to comply with lease terms (e.g. because they are homeless, are living with friends or relatives, or have other non-traditional housing circumstances) will have to demonstrate ability and willingness to comply with lease terms whether or not they are disabled.

3. Screening applicants who claim mitigating circumstances

- (a) If negative information is received about an applicant, MHA shall consider the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be factored into MHA's screening assessment of the applicant, mitigating circumstances must be verifiable. **[Required, 24 CFR §960.205(d)]**
- (b) Mitigating circumstances¹⁵ are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified, indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, **AND** applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.
- (c) If the applicant asserts that the mitigating circumstances relate to a change in disability, medical condition or course of treatment, MHA shall have the right to refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. MHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.
- (d) Examples of mitigating circumstances might include: **[Required, 24 CFR § 960.205 (d)]**,
 - (i) Evidence of successful rehabilitation;
 - (ii) Evidence of the applicant family's participation in social service or other appropriate counseling service; or
 - (iii) Evidence of successful and sustained modification of previous disqualifying behavior.
- (e) Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. MHA will consider such circumstances in light of:
 - (i) the applicant's ability to verify the claim of mitigating circumstances and his/her prospects for improved future behavior;
 - (ii) the applicant's overall performance with respect to all the screening requirements; and
 - (iii) the nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.

4. Qualified and Unqualified Applicants

- (a) Verified information will be analyzed and a determination made with respect to:
 - (i) Eligibility of the applicant as a family; **[Required, 24 CFR § 5.403]**
 - (ii) Eligibility of the applicant with respect to income limits for admission; **[Required, 24 CFR § 5.603]**

¹⁵ The discussion of mitigating circumstance in this paragraph is applicable to all applicants. MHA is required by regulation to consider mitigating circumstance, see 24 CFR § 960.205 (d) (1).

- (iii) Eligibility of the applicant with respect to citizenship or eligible immigration status; [24 CFR § 5.5]
 - (iv) Unit size required for and selected by the family;
 - (v) Preference category (if any) to which the family is entitled; [24 CFR § 5.4] and
 - (vi) Qualification of the applicant with respect to the Applicant Selection Criteria. [Required, 24 CFR § 960.205]
- (b) Families determined to be qualified will be notified by MHA of the approximate date of occupancy insofar as that date can be reasonably determined. [Required, 24 CFR § 960.207(b)] However, the date stated by MHA is just an estimate and does not mean that applicants should necessarily expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon many factors MHA does not control, such as turnover rates, and market demands as they affect bedroom sizes and project location. [Required, 24 CFR § 960.207 (b)]
- (c) Applicants determined unqualified for admission will be promptly notified. These applicants will receive a Notice of Rejection from MHA, stating the basis for such determination. MHA shall provide such applicants with an opportunity for informal review of the determination as described in **Procedure for Informal Hearing for Rejected Applicants**. The informal hearing for applicants should not be confused with the resident grievance process. Applicants are not entitled to use of the resident grievance process. [Required, 24 CFR § 960.207(a)]
- (d) Applicants known to have a disability that are determined eligible but fail to meet the Applicant Selection Criteria, will be offered an opportunity for a second meeting to have their cases examined to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the Screening Procedures.

G. Occupancy Guidelines

1. Units shall be occupied by families of the appropriate size. This policy maintains the usefulness of the units, while preserving them both from excessive wear and tear and underutilization. It is also fully compliant with HUD rules related to Occupancy Standards.

Minimum and Maximum-Number-of-Persons-Per Unit Standard

<u>Number of Bedrooms</u>	<u>Min Persons/Unit</u> (<u>Largest Unit Size</u>)	<u>Max Persons/Unit</u> (<u>Smallest Unit Size</u>)
0BR	1	1
1BR	1	2
2BR	2	4
3BR	3	6
4BR	4	8
5BR	5	10

The following principles govern the size of unit for which a family will qualify. Generally, two people are expected to share each bedroom, except that units will be so assigned that:

- (a) It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom, although they may do so at the request of the family.
- (b) Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities.
- (c) Two children of the opposite sex will not be required to share a bedroom, although they may do so at the request of the family.
- (d) An unborn child will not be counted as a person in determining unit size. A single pregnant woman may be assigned to a one bedroom unit. In determining unit size, MHA will count a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school.
- (e) A single head of household parent shall not be required to share a bedroom with his/her child, although they may do so at the request of the family.
- (f) A live-in attendant may be assigned a bedroom. Single elderly or disabled residents with live-in attendants will be assigned one or two bedroom units.
- (g) Efficiency apartments will be occupied first by persons who prefer efficiencies to 1 BR units. Once applicants who prefer efficiencies have been housed, single individuals applying to Mixed Population buildings who wish to live in 1 Bedroom units (rather than efficiencies) will participate in a lottery to determine whether they will be offered a 1 BR or an efficiency.

2. The Local Housing Code of two persons per bedroom will be used as the standard for the smallest unit a family may be offered. Individual housing units with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels. The MHA must make the case that such occupancy levels will not have the effect of discriminating on the basis of familial status.

3. The largest unit size that a family may be offered would provide no more than one bedroom per family member, taking into account family size and composition.

4. When a family applies for housing, and each year when the waiting list is updated, some families will qualify for more than one unit size. Both at application and at update, the applicant family must choose the waiting sublist corresponding to one of the unit sizes for which they qualify. Factors that might affect the family's decision could include cultural standards, length of time the family would have to wait for smaller vs. larger units, and the age, relationship and gender of family members. Based on the family's choice, they will be placed on the appropriate waiting sublist by unit size.

The family (not the MHA) decides which size of unit they wish to be listed for (corresponding to the smallest, largest or a unit in between, for which they qualify).

5. When a family is actually offered a unit, if they no longer qualify for the unit size corresponding to the waiting sublist, they will be moved to the appropriate sublist, retaining their preferences and date and time of application. This may mean that they may have to wait longer for a unit offer.

6. A family that chooses to occupy a smaller size unit must agree not to request a transfer until their family size changes.

7. **IMPORTANT:** The unit size standards shall be discussed with each applicant family that qualifies for more than one unit size. Families will also be informed about the status and movement of the various waiting lists and sublists maintained by MHA. Families shall be asked to declare in writing the waiting list on which they wish to be placed. If a family opts for a smaller unit size than would normally be assigned under the largest unit size standard (because, for example, the list is moving faster), the family will be required to sign a statement agreeing to occupy the unit assigned at their request until their family size or circumstances change. The MHA shall change the family's sublist at any time while the family is on the waiting list at the family's request.

III. Tenant Selection and Assignment Plan

A. Organization of the Waiting List

1. Community-wide Waiting List

It is MHA's policy that each applicant shall be assigned his/her appropriate place on a single community-wide waiting list in sequence based upon:

- type and size of unit needed and selected by the family (e.g. general occupancy building, accessible or non-accessible unit, number of bedrooms);
- applicant preference or priority, if any; and
- date and time the application is received.

MHA will maintain its waiting list in the form of a sequential list that records the type and size of unit needed, each applicant's priority/preference status, the date and time of application, and the race and ethnicity of the family head. This sequential list will then be broken down by unit size and type and applicant preference status and date and time of application.

MHA will be using Site-based Waiting Lists for its revitalized developments and the application for such lists shall be a part of the MHA's Annual Plan. All current applicants for the developments selected for Site-based Waiting Lists will be given an opportunity to list up to three developments where they would accept a unit offer or to opt for the "first available" unit offer. Thereafter, new applicants would have the same opportunity to select up to three developments or "first available" unit offer. "Once the initial site based lists are established all applicants will be informed of the length of each list and have an opportunity when their application is updated to change their site selection.

B. Unit Offers to Applicants

1. The plan for assignment of dwelling units to assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, national origin, disability or familial status is PLAN "A" with modifications as described below. Under Plan A, the first qualified applicant in sequence on the waiting list is made one offer of a unit of appropriate size and type. The applicant must accept the vacancy offered or be dropped from the waiting list. Applicants who are removed from the waiting list because they refuse unit offers without good cause may not reapply for housing for 12 months.
2. MHA will first match the characteristics of the unit available to the highest ranking applicant for a unit of that size, type and special features (if any), taking into account any limitations on admission because of designated housing (if applicable). Preferences, if any, will then be used to determine the order of selection from the waiting list. If two applicants need the same type and size of unit and have the same preference status, the applicant with the earlier date and time of application will receive the earliest offer.
3. Further, in the selection of a family for a unit with accessible features, MHA will give preference to families that include a person with disabilities who can benefit from the unit features.
4. In selecting applicants for offers of units, MHA will take into account any local preferences that may be properly adopted following the statutorily required public hearing. In determining what local preferences to adopt, MHA must consider the requirements of the Quality Housing and Personal Responsibility Act of 1998 and local housing needs and conditions.
5. The local preferences, if any, described above will be a factor in most admissions, although there may be instances (e.g. a unit with accessible features is ready and no applicant in the targeted preference group

needs the features) when the MHA will make an offer to an applicant who does not qualify for a local preference. Certain types of transfers will also be processed with new admissions. See Section F. for the ratio of transfers to new admissions.

6. The applicant must accept the vacancy offered within 2 working days of the date the offer is communicated (by phone, mail, or the method of communication designated by the applicant) or be removed from the waiting list. (See good cause discussion below) All offers made over the phone will be confirmed by letter to the applicant. If unable to contact an applicant by phone or first class mail, MHA will send a certified letter, return receipt requested.

7. If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that is or will be ready for move-in first. "Ready for move-in" means the unit has no Housing Quality Standard deficiencies and is broom clean.

C. Due Process Rights for Applicants

To ensure that filling vacant units occurs in a timely manner, it is necessary to have a waiting list that is complete and accurate. While it is the responsibility of each applicant to keep MHA apprised of any changes in his/her address, phone number, family income or other family circumstances, no applicant on the waiting list, now or in the future, shall be removed from the waiting list except when one of the following situations occurs:

1. The applicant receives and accepts an offer of housing;
2. The applicant requests that his/her name be removed from the waiting list;
3. The applicant is rejected, either because he/she is ineligible for public housing at the time of certification, or because he/she fails to meet the applicant selection criteria¹⁶; or
4. The application is withdrawn because the MHA attempted to contact the applicant for an annual waiting list update, to schedule a meeting or interview, to offer or show a unit, or for some other reason, and was unable to contact the applicant.

In attempting to contact to contact an applicant, the following two methods shall be undertaken before an application may be withdrawn:

- The applicant will be sent a letter by first class mail to the applicant's last known address, asking the applicant to contact MHA¹⁷ either by returning the update postcard or in person, bringing proof of identity;
- When five working days have elapsed from the date when the MHA mails the letter, if there is no response from the applicant, the applicant will be sent the same letter by first class mail;
- If an applicant contacts MHA as required within any of the deadlines stated above, he/she shall be reinstated at the former waiting list position.

¹⁶ All rejected applicants are entitled to a complete explanation of the reason for their rejection and an informal hearing at which they may present reasons why they should not be rejected. See the Procedure on Informal Hearings for Rejected Applicants.

¹⁷ Except that MHA shall contact persons with disabilities according to the methods such individuals have previously designated. Such methods of contact could include verbal or in-person contact or contacting relatives, friends or advocates rather than the person with disabilities.

- When MHA is unable to contact an applicant by first class mail to schedule a meeting, or interview or to make an offer, MHA shall suspend processing of that application until the applicant is either withdrawn (no contact by the applicant) or reinstated (contact by the applicant within the stated deadlines). While an application is suspended, applicants next in sequence will be processed.
5. Persons who fail to respond to MHA attempts to contact them because of situations related to a disability shall be entitled to reasonable accommodation, provided that the situation can be verified to be related to a disability. In such circumstances MHA shall reinstate these individuals to their former waiting list positions.
 6. Families whose applications are withdrawn or rejected as described above can only be placed on the waiting list again by applying for housing at a time that the waiting list is open. Families whose applications were withdrawn for refusing unit offers without good cause may not reapply for 12 months. In these cases, they will have a new date and time of application.

D. Good Cause for Applicant Refusal of Unit Offer

If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents to the satisfaction of MHA, clear evidence (“good cause”) that acceptance of the offer of a suitable vacancy will result in undue hardship not related to considerations of race, color, sex, religion or national origin, the applicant will not be dropped to the bottom of the list.

1. Examples of “good cause” for refusal of an offer of housing include, but are not limited to:
 - The unit is not ready for move-in at the time of the offer of housing. “Ready for move-in” means the unit has no Housing Quality Standard deficiencies and is broom clean. If an applicant refuses a unit because it is not ready for move-in, the applicant will be offered the next unit that **is** ready for move-in;
 - Inaccessibility to source of employment, education, or job training, children’s day care, or educational program for children with disabilities¹⁸, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;
 - The family demonstrates to MHA’s satisfaction that accepting the offer will place a family member’s life, health or safety in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;
 - The family has a child(ren) under age seven and there is defective lead based paint in the unit;
 - A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member;
 - The unit is inappropriate for the applicant’s disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30 day notice to move; or
 - An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing.

¹⁸ If the applicant has a child participating in such a program.

2. The applicant must be able to document that the hardship claimed is good cause for refusing an offer of housing. Where good cause is verified, the refusal of the offer shall not require that the applicant be dropped to the bottom of the waiting list or otherwise affect the family's position on the waiting list. (In effect, the family's application will remain at the top of the waiting list until the family receives an offer for which they have no good cause refusal.)

3. MHA will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance or refusal, including the reason for the refusal.

D. Dwelling Units with accessible/adaptable features

1. Before offering a vacant accessible unit to a non-disabled applicant, MHA will offer such units:

- First, to a current occupant of another unit of the same development, or other public housing developments under MHA's control, having a disability that requires the special features of the vacant unit (in effect, a transfer of the occupant with disabilities from a non-adapted unit to the vacant accessible/adapted unit).
- Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

2. When offering an accessible/adaptable unit to a non-disabled applicant, MHA will require the applicant to sign an agreement to move to an available non-accessible unit within 30 days when either a current resident or an applicant with a disability needs the unit. This requirement is also reflected in the lease agreement signed with the applicant.

E. Leasing and Occupancy of Dwelling Units

Applications for admission and transfer will be processed centrally. Initial intake, waiting list management, screening, and assigning of housing (including transfers) will be made from the central office. Offers may be made in person, in writing or by phone from the central office or the development

F. Transfers

MHA has five possible types of transfers: Emergency, Administrative - Category 1, Category 2 and Category 3, and Incentive¹⁹ transfers. The definition of each type of transfer is found in the Transfer section of the Admissions and Occupancy Policy.

1. Emergency and Category 1 and 2 administrative transfers and Incentive transfers will take priority over admissions. Category 3 administrative transfers will be processed at the rate of four admissions to each transfer. The specific definitions of each type of transfer are covered in Section V, Transfers, below.

2. Tenants on the transfer list may refuse transfer offers for the "good cause" reasons cited in Section C above without losing their position on the transfer list.

3. Tenants who refuse a transfer offer without good cause may be removed from the transfer list and tenants whose transfers are mandatory are subject to lease termination.

4. Tenants are entitled to use the MHA Grievance Procedure if they are refused the right to transfer or if MHA is requiring them to transfer and they do not want to do so.

¹⁹ If the MHA has no units appropriate for Incentive Transfers, but such units are developed or acquired in the future, this policy will be activated by Board resolution.

IV. Leasing Policies

A. General Leasing Policy

1. All units must be occupied pursuant to a lease that complies with HUD's regulations [Required, 24 CFR § 966].
2. The lease shall be signed by the head, spouse, and all other adult members of the household accepted as a resident family and by the Property Manager or other authorized representative of MHA, prior to actual admission. [24 CFR § 966.4 (p)]
3. Changes in family composition, income, or status between the time of the interview with the applicant and the showing of the unit, or between annual reexaminations will be processed centrally. Managers shall work with MHA's central office to forward necessary information and coordinate this activity with the applicant or resident family.
4. If a resident transfers from one MHA unit to another, a new lease will be executed for the dwelling into which the family moves. [24 CFR § 966.4 (c)(3)]
5. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:
 - (a) A new lease agreement will be executed, or
 - (b) A Notice of Rent Adjustment will be executed, or
 - (c) An appropriate rider will be prepared and made a part of the existing lease, or appropriate insertions made within the lease. All copies of such riders or insertions are to be dated and signed by the Resident and by the Executive Director or other authorized representative of the Housing Authority. [24 CFR § 966.4 (o)]
6. Residents must advise MHA if they will be absent from the unit for more than 7 days. Residents are required to notify the manager and make arrangement to secure the unit and provide a means for MHA to contact the resident in the event of an emergency. Failure to advise MHA of an extended absence is grounds for termination of the lease.

B. Showing Units Prior to Leasing

1. When offering units, MHA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. Staff making offers will be familiar with MHA's housing sites. If the offer of a unit is preliminarily accepted by the applicant, the manager of the property will be advised of the offer and will contact the applicant to set up a date to show the unit. (Intake procedures are described more fully in **MHA Procedure on Taking Applications and Initial Processing.**)
2. Once the unit is shown and the applicant accepts the unit, the manager will execute a lease. If the applicant refuses the unit, a signed reason for refusal should be obtained from the applicant if possible. The form is then sent to central office for a "good cause" determination. **No lease will have an effective date before the unit is ready for occupancy.** [24 CFR§ 966.4 (i)]
3. Managers will only show and lease units of the appropriate size. Families may choose to lease units of sizes between the largest and smallest unit for which they qualify. If a family opts to lease a unit smaller than the largest unit for which they qualify, the family shall agree in writing to remain in that size unit until family size or circumstances require a larger unit.

If an exception to MHA's largest unit standard is approved for the applicant, this information will be noted on the leasing packet sent to the manager. No exceptions will be granted to the smallest unit standard, since this would result in overcrowding.

C. Occupancy, Additions to the Household and Visitors

1. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit. [24 CFR §§ 960.209 (b) and 966.4 9 (a)(2)] Except for natural births to or adoptions by family members, any family seeking to add a new member must request approval in writing prior to the new member occupying the unit. This would include situations in which a resident is granted custody of a child or children not previously listed on the application or lease. Also included, would be situations in which a person (often a relative) came to the unit as a visitor but stayed on in the unit because the tenant needed support, for example, after a medical procedure. [24 CFR § 966.4 (f)(3) & (c)(2)] All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.

2. Following receipt of a family's request for approval to add a new person or persons to the lease, MHA will conduct a pre-admission screening of any proposed new adult members. The results of screening shall be used to determine whether the MHA will approve admitting the new member.

Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are exempt from the pre-admission screening process, although the resident still needs prior permission from MHA to add children other than those born to or adopted by family members. The exemption age specified in this paragraph is subject to change should the State or locality modify its laws concerning the availability of police or court records for juvenile offenders.

3. Examples of situations where the addition of a family or household **member is subject to screening** are:

- (a) Resident plans to be married and files a request to add the new spouse to the lease;
- (b) Resident is awarded custody of a child over the age for which juvenile justice records are available;
- (c) Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren) over the age for which juvenile justice records are available;
- (d) A unit is occupied by a remaining family member(s) under age 18 (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household; and
- (e) Resident is being considered for an Incentive Transfer.

4. Residents who fail to notify MHA of additions to the household or who permit persons to join the household without undergoing screening are in violation of the lease. Such persons will be considered unauthorized occupants by MHA and the entire household will be subject to eviction. [24 CFR § 966.4 (f)(3)]

5. Visitors may be permitted in a dwelling unit so long as the visitors have no previous history of behavior on MHA premises that would be a lease violation. Visits of less than three days need not be reported to or approved by the Manager. Visits of more than three and less than fourteen days are permitted, provided they are reported to the Manager within 72 hours and authorized by the manager. Visits of more than 14 calendar days shall be authorized only by the Property manager with advance documentation of extenuating circumstances. In no event shall a visitor be permitted to visit for more than 45 days in any 12

month period without the prior written consent of MHA. Visitors remaining beyond this period shall be considered trespassers and the head of the household shall be guilty of a breach of the lease.

6. In accordance with the lease, roomers and lodgers shall neither be permitted to occupy a dwelling unit, nor shall they be permitted to move in with any family occupying a dwelling unit. Violation of this provision is ground for termination of the lease. [24 CFR § 966.4 (f) (2)]

7. Residents will not be given permission to allow a former resident of MHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease.

8. Family members over age 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease. [24 CFR § 966.4 (f)(3)] The resident has the responsibility to report the move-out within 30 calendar days of its occurrence.

These individuals may not be readmitted to the unit and must apply as a new applicant households for placement on the waiting list (subject to applicable income limits, preferences, resident selection, and screening requirements). Medical hardship, or other extenuating circumstances shall be considered by MHA in making determinations under this paragraph.

V. Transfer Policy

A. General Transfer Policy

1. It is MHA's policy that transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability. [Required, 24 CFR § 100.5]
2. Residents will not be transferred to a dwelling unit of equal size within a site or between sites except to alleviate hardship of the resident or other undesirable conditions as determined by the Property Manager or designee.
3. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers. The good cause standard applicable to new admissions shall apply to transfers.

B. Types of Transfers

1. This policy sets forth several categories of transfers. Priority for transfer and the order in which families are transferred shall be subject to the hierarchy by category set forth below.

- (a) Emergency Transfers are **mandatory** when the unit or building conditions poses an immediate threat to resident life, health or safety, as determined by MHA. Emergency transfers within sites or between sites may be made to: permit repair of unit defects hazardous to life, health, or safety; alleviate verified disability problems of a life threatening nature; remove a family with children under age 7 with elevated blood lead levels from a unit with lead paint hazards, or, based on threat assessment by a law enforcement agency, protect members of the household from attack by the criminal element in a particular property or neighborhood.

These transfers shall take priority over new admissions.

- (b) Category 1 Administrative transfers include mandatory transfers to: remove residents who are witnesses to crimes and may face reprisals (as documented by a law enforcement agency); provide housing options to residents who are victims of hate crimes or extreme harassment; alleviate verified disability problems of a serious (but not life-threatening) nature; permit modernization, vacancy consolidation or demolition of units; or permit a family that requires a unit with accessible features to occupy such a unit.

These transfers shall take priority over new admissions.

Requests for these transfers will be made to the manager. The Resident shall provide the necessary documentation to substantiate the need for such transfers. Transfers may also be initiated by MHA (e.g. moving a person with mobility problems to a unit with accessible features).

- (c) Category 2 Administrative transfers are mandatory transfers within sites or between sites to correct serious occupancy standards problems (over or under the MHA's standards) as described below.

These transfers will take priority over new admissions.

Category 2 transfers to correct occupancy standards will only be made if the family size is so small that it includes fewer persons than the number of bedrooms, or so large that the

household members over age 4 would equal more than two persons per bedroom. **These transfers are mandatory.**

If a family's size is between the smallest and largest size permissible for the unit, the family may request a transfer, but it shall be considered a Category 3 transfer.

- (d) Category 3 Administrative transfers are mandatory transfers within sites or between sites may be made to: correct and avoid concentration of the most economically and socially deprived families; correct occupancy standards (Voluntary if the family is between the minimum and maximum occupancy standard but the family requests a transfer, e.g. to permit older children of opposite sexes to have separate bedrooms); or address situations such as neighbor disputes that are not criminal but interfere with the peaceful enjoyment of the unit or common areas.

These transfers will not take priority over new admissions. They will be processed at the rate of one transfer to four admissions.

- (e) Incentive Transfers: As described in detail below, Incentive Transfers are offered to new or recently modernized units, including townhouses, on a nondiscriminatory basis to residents with good rental histories.

These transfers take priority over new admissions, with transfers being processed at the rate of three transfers to each admission.

2. Whenever feasible, transfers will be made within a resident's area.

C. Processing Transfers

1. A centralized transfer waiting list will be administered by the Occupancy Division. Managers are responsible for submitting requests for transfer including necessary documentation, to the Occupancy Specialist Manager.

2. Transfers will be sorted into their appropriate categories by the Occupancy staff. Admissions will be made in the following order:

- First: Emergency transfers, then
- Category 1 Administrative Transfers,
- Category 2 Administrative Transfers,
- Incentive Transfers,
- Applicants, and, at a rate of four applicants to every transfer,
- Category 3 Administrative Transfers

Within each category, transfer applications will be sorted by the date the completed file (including any verification needed) is received from the manager.

3. Category 2 transfers to correct occupancy standards may be recommended at time of re-examination or interim redetermination. This is the only method used to determine over/under housed status.

4. Residents in a Category 2 over/under housed status will be advised in their 30 day "Notice of Result of Reexamination" that a transfer is recommended and that the family has been placed on the transfer list. Interviewers will record transfer recommendations in duplicate for each manager affected by the transfer.

5. When a head of a household, originally housed in a bedroom by him/herself, has or adopts a child, the family will not be approved for a Category 2 transfer until the child is two (2) years of age. Exceptions: spouse or partner returns to the unit, marriage takes place, or family decides to remain in the unit and the unit is large enough (using the smallest-unit standard) to accommodate the number of persons now in the household. (Other than for births or adoptions that occur during tenancy, MHA's prior approval of additions to the household is required.)

6. Split-family transfers will be processed as Category 2 administrative transfers. Families that split into 2 "new" households may be transferred to two different units or a portion of the "old" household may be transferred to a single unit depending on family circumstances and unit availability. Options for split-family transfers will be considered in order to minimize the impact on vacant units. Such transfers will be made in a manner that best benefits MHA.

7. Category 3 administrative transfers will be processed with new admissions using a ratio of 1 transfer for every 4 new admissions. This ratio is discretionary and will be reviewed at least annually to determine its effects on vacancy. Based on recommendations from staff, the Executive Director may authorize a change in this ratio or suspend the processing of this type of transfer.

D. Good Record Requirement for Transfers

1. In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and any other family members for the past two years:

- (a) have not engaged in criminal activity that threatens the health and safety of residents and staff;
- (b) do not owe back rent or other charges, or evidence a pattern of late payment;
- (c) meet reasonable housekeeping standards and have no housekeeping lease violations; and
- (d) can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).

2. Exceptions to the good record requirements may be made for emergency transfers or when it is to MHA's advantage (e.g. a single person is living alone in a three bedroom unit and does not want to move) to move forward with the transfer. The determination to make an exception to the good record requirement will be made by the central transfer administrator taking into account the recommendation by the Manager.

Absent a determination of exception, the following policy applies to transfers:

- (a) If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed, back rent is paid in full.
- (b) A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

E. Incentive Transfers

1. Incentive transfers are offered to residents without regard to their race, color, national origin, religion, sex, disability or familial status, who have good rental histories and want to move to units other than those they currently occupy.

- (a) Incentive Transfers - MHA may occupy recently modernized and scattered site units through incentive transfers. Other than those approved in the NLIHC Settlement

Agreement, one applicant shall be admitted directly to a scattered site units for every three transferees. Depending on MHA's vacant unit status, modernized units will be filled with incentive transfers, new applicants, or a combination of both. MHA reserves the right to fill modernization units in a manner that has the least impact on vacant units.

- (b) Resident requests for incentive transfers should be made to their Housing Manager. Managers may also recommend a resident for an incentive transfer. For a resident to be considered for an incentive transfer, the following conditions must be met:
 - (i) Residency in a MHA development for a least three years.
 - (ii) No more than two repayment agreements, or unpaid balances at any time in the past two (2) years.
 - (iii) No history of disturbances that resulted in lease violations or violence toward staff or neighbors as indicated by notices of lease violation in the applicant's file.
 - (iv) No history of criminal activity or drug related criminal activity by resident, household members, or guests.
 - (iv) Good housekeeping record.

2. Incentive transfers are Category 2 administrative transfers.

3. No exceptions will be granted to the good record requirement for incentive transfers.

4. A Manager's failure to process or recommend an Incentive Transfer is subject to the Grievance Procedure.

F. Cost of Transfers

1. Residents shall bear the cost of transfers to correct occupancy standards. However, where there is a hardship due to health, disability, or other factors, the manager may recommend that families be reimbursed their out-of-pocket expenses for an occupancy standards transfer in an amount not to exceed a reasonable moving allowance established by MHA. Transfers requested or required by MHA will be paid for or made by MHA. Residents shall be required to pay any maintenance charges resulting from resident damage or neglect at the unit from which they are transferring.

VI. Eligibility for Continued Occupancy, Annual Reexaminations, and Remaining Family Members

A. Eligibility for Continued Occupancy

Residents who meet the following criteria will be eligible for continued occupancy:

1. Qualify as a family as defined in Section XII of this policy. (Note: For purpose of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease. Remaining family members can also include court recognized emancipated minors under the age of 18.)
2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.
3. Whose family members, age 6 and older, each have Social Security numbers or have certifications on file indicating they have no Social Security number.
4. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent. [24 CFR § 5.5]
5. Who are in compliance with the MHA's 8 hour per month community service requirements (applicable to certain adults who are neither elderly, disabled, working nor participating in qualifying educational or job training programs).

B. Remaining Family Members and Prior Debt

1. As a party to the lease, remaining family members 18 years of age or older (other than the head or spouse) will be held responsible for arrearages incurred by the former head or spouse. MHA will not hold remaining family members (other than the head or spouse) responsible for any portion of the arrearage incurred prior to the remaining member attaining age 18.
2. Remaining family members under age 18 shall not be held responsible for the rent arrearages incurred by the former head of household.

C. Periodic Reexamination

1. Regular reexaminations: MHA shall, at least once a year, re-examine the incomes of all resident families other than those families paying Flat Rents whose incomes shall be reexamined every three years. Flat Rent payers must still report for review of unit size and Community service compliance. [24 CFR § 960.209 (a)]
2. Special Reexaminations: When it is not possible to estimate projected family income with any degree of accuracy at the time of admission or regular reexamination, a temporary determination will be made with respect to income and a special reexamination will be scheduled every 60 days until a reasonably accurate estimate of income can be made. The resident will be notified in advance as to the date for the special reexamination(s). Special reexamination shall also be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder.
3. New Reexamination Date Following Income Disregard: When a family begins participating in a job training program or working following a job training program and their income is disregarded in accordance with HUD requirements, the date for their next regular reexamination shall be permanently adjusted to be 12 months following the date that the income disregard began.
4. Zero Income Families: Unless the family has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every 30 days until they have a stable income. Persons claiming zero income will also be asked to complete a family expense form. This form will

be the first form completed in the annual reexamination process. The form will ask residents to estimate how much they spend on: telephone, cable TV, food, clothing, transportation, health care, child care, debts, household items, etc. Residents will then be asked how they pay for these items.

5. Reexamination Procedures

- (a) At the time of reexamination, all adult members of the household will be required to sign an application for continued occupancy and other forms required by HUD.
- (b) Employment, income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be documented and filed in the resident's folder. A credit check will be run on each family at recertification to help detect any unreported income, family members not reported on the lease, etc.. [24 CFR § 960.206]
- (c) Verified information will be analyzed and a determination made with respect to:
 - (i) Eligibility of the resident as a family or as the remaining member of a family;
 - (ii) Unit size required for the family (using the Occupancy Guidelines); and
 - (iii) Rent the family should pay.
- (d) Residents with a history of employment whose regular reexamination takes place at a time that they are not employed will have income anticipated based on their past and anticipated employment. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of the circumstances of their employment including start and ending dates.
- (e) Income shall be computed in accordance with the definitions and procedures set forth in Federal regulations and this policy. [24 CFR § 5]
- (f) Families failing to respond to the initial reexamination appointment will be issued a final appointment within the same month. Failure to respond to the final request will result in the family being sent a notice of lease violation and referred to the Housing Manager for failure to comply with the terms and conditions of occupancy required by the lease. Failure to comply will result in termination of the lease. [24 CFR § 966.4 (c)(2)]

6. Action Following Reexamination

- (a) If there is any change in rent, the lease will be amended, or a new lease will be executed, or a Notice of Rent Adjustment will be issued. [24 CFR § 966.4 (c) & (o)]
- (b) If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described above in this policy and moved to an appropriate unit when one becomes available. [24 CFR § 966.4 (c)(3)]

VII. Interim Rent Adjustments: Fixed Rent System

A. Rent Adjustments

1. Residents are required to report **all changes in family composition or status** to the housing manager within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must report income decreases promptly. **Residents are also required to report interim increases in income if they have been granted interim rent reductions.**

2. MHA wishes to encourage families to improve their economic circumstances, so most changes in family income between reexaminations will not result in a rent change. MHA will process interim changes in rent in accordance with the chart below:

<u>INCOME CHANGE</u>	<u>MHA ACTION</u>
(a) Decrease in income for any reason, <u>except</u> for decrease that lasts less than 30 days ²⁰ . [24 CFR § 913.107] Increase in income following MHA granting of interim rent decrease.	• MHA will process an interim reduction in rent if the income decrease will last more than 30 days. MHA will process an interim increase for income increases that follow interim rent reductions.
(b) Increase in earned income from the employment of a current household member.	• MHA will defer the increase to the next regular reexamination.
(c) Increase in unearned income (e.g. COLA adjustment for social security).	• MHA will defer the increase to the next regular reexamination.
(d) Increase in income because a person with income (from any source) joins the household.	• MHA will defer the increase to the next regular reexamination.

(e) MHA will process an interim increase in rent if it is found that the resident at an annual or interim reexamination has misrepresented the facts upon which the rent is based so that the rent the Resident is paying is less than the rent that he/she should have been charged. MHA will apply any increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

3. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by the Executive Director or his/her designee. [24 CFR § 960.206]

4. MHA will process interim adjustments in rent in accordance with the following policy:

- (a) When a decrease in income is reported, and the Authority receives confirmation that the decrease will last less than 30 days, an interim adjustment will not be processed.
- (b) Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.

²⁰ Decreases in income verified to be a result of welfare fraud or TANF cuts for failure to comply with a required economic self sufficiency program are not eligible for rent reductions.

5. Residents granted a reduction in rent under these provisions will be required to report for special reexaminations at intervals determined by the Housing Manager. Reporting is required until the circumstances cease or until it is time for the next regularly scheduled reexamination, whichever occurs first. If family income increases during this time, the rent will be increased accordingly. A fully documented record of the circumstances and decisions shall be included in the resident's folder.

B. Effective Date of Adjustments

Residents will be notified in writing of any rent adjustment and such notice will state the effective date of the adjustment.

1. Rent decreases go into effect the first of the month following the reported change. Income decreases reported and verified before the tenant accounting cut-off date will be effective the first of the following month. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.

2. Rent increases (except those due to misrepresentation) require 30 days notice and become effective the first of the second month.

C. Failure to Report Accurate Information

If it is found the resident has misrepresented or failed to report to Management the facts upon which his/her rent is based so that the rent being paid is less than what should have been charged, the increase in rent will be made retroactive. Failure to report accurate information is also grounds for initiating eviction proceedings in accordance with MHA's dwelling lease. [24 CFR § 966.4 (c)(2)]

VIII. Lease Termination Procedures

A. General Policy: Lease Termination

It is MHA's policy that no resident's lease shall be terminated except in compliance with applicable HUD regulations [24 CFR § 966.4 (I)(2)] and the lease terms.

B. Notice Requirements

1. No resident shall be given a Notice of Lease Termination without being told by MHA in writing the reason for the termination. The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish.

Certain actions receive an expedited Grievance Procedure, specifically: any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or MHA employees; and any drug-related criminal activity. [24 CFR § 966.4 (I)(3)]

2. Notices of lease termination may be served personally and posted on the apartment door.

3. The Notice shall include a statement describing right of any resident with a disability to meet with the manager and determine whether a reasonable accommodation could eliminate the need for the lease termination.

C. Recordkeeping Requirements

A written record of every termination and/or eviction shall be maintained by MHA, and shall contain the following information:

- Name of resident, race and ethnicity, number and identification of unit occupied;
- Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
- Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail;
- Date and method of notifying resident; and
- Summaries of any conferences held with resident including dates, names of conference participants and conclusions.

IX. Utilities

In some of MHA's developments, residents may pay the cost of certain utilities directly to the supplier of utilities. When this is the case, resident rents are reduced by an Allowance for Utilities that is developed by MHA in consultation with an energy consultant and the utility supplier and reviewed by HUD. Utility allowances are not granted to residents paying a Flat rent. [24 CFR § 965 & 966.4 (b)(2)]

A. Resident-Paid Utilities

The following requirements apply to residents living in or applicants being admitted to developments with resident-paid utilities:

1. In developments with resident-paid utilities, each resident will receive a monthly utility allowance that reflects a reasonable amount of utilities for the specific size and type of unit occupied.
2. When a resident's Total Tenant Payment (income-based rent) is less than the utility allowance, MHA will pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance, to the utility company on the resident's behalf. The resident will be informed of the amount of the utility reimbursement paid on his/her behalf.
3. When the supplier of utilities offers a "Budget" or level payment plan, it shall be suggested to the resident to pay his/her bills according to this plan. This protects the resident from large seasonal fluctuations in utility bills and ensures adequate heat in the winter.
4. When a resident makes application for utility service in his/her own name, he or she **shall** sign a third-party notification agreement so that MHA will be notified if the resident fails to pay the utility bill.
5. If an applicant is unable to get utilities connected because of a previous balance owed the utility company at a prior address, applicant will not be admitted and will receive a Notice of Rejection.
6. Paying the utility bill is the resident's obligation under the Authority's lease. Failure to pay utilities is grounds for eviction.

B. Excess Utility Charges

1. Check-metered developments or buildings: In buildings that are check metered, residents shall have consumption-based utility allowances established that reflect the size and type of units and the actual equipment provided by the MHA. Quarterly the check meters shall be read by the MHA and each tenant charged for any consumption in excess of the utility allowance.
2. Residents with disabilities may be entitled to higher than normal utility allowances or may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability.

X. Flat Rents

A. Flat Rents

Flat rents are required by the Quality Housing and Work Responsibility Act of 1998. Unlike Ceiling rents, which may be developed using several approaches and may not be less than the average cost to operate a unit, Flat Rents are market-based rents. Accordingly, they will vary by unit size and type and also by development location. All residents will be offered the choice of paying an income-based rent or the Flat rent.

B. Recertification of Families on Flat Rents

Families paying flat rents are required to recertify income only every three years, rather than annually, although they are still required to participate in an Annual Reexamination in order to ensure that unit size is still appropriate and Community Service requirements are met.

Development Name	HUD ID	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Foote Homes	TN 1 - 2R		\$347	\$522	\$669			
Dixie Homes	TN 1 - 5, 9		\$347	\$522	\$669			
Oates Manor	TN 1 - 7		\$289	\$441	\$513	\$558	\$641	
Cleaborn Homes	TN 1 - 8, 11		\$289	\$441	\$513	\$558	\$641	
Barry Homes	TN 1 - 13	\$395	\$528					
Venson Center	TN 1 - 14	\$395	\$528	\$715				
Graves Manor	TN 1 - 15		\$401	\$505	\$638	\$835	\$960	
Jefferson Square	TN 1 - 18	\$395	\$528	\$715				
Hornlake Heights	TN 1 - 20		\$401	\$505	\$638	\$835	\$960	\$1104
Montgomery Plaza	TN 1 - 21		\$401	\$505	\$638	\$835	\$960	\$1104
Borda Towers	TN 1 - 23	\$395	\$528					
Ford Road Apts	TN 1 - 32A		\$401	\$505	\$638	\$835	\$960	\$1104
Cypresswood Apts	TN 1 - 32B		\$401	\$505	\$638	\$835	\$960	\$1104
Hawkins Mills Apts	TN 1 - 32E			\$561	\$670	\$686		
Texas Court Apts	TN 1 - 33		\$401	\$505	\$638	\$835		
College Park Senior	TN 1-43		\$532	\$624				
Alabama Plaza	TN 1-45		\$347	\$522	\$669	\$769		
College Park Family I	TN 1-44		\$532	\$624	\$867	\$910		
College Park Family II	TN 1-46		\$532	\$624	\$867	\$910		

C. Establishing Flat Rents

Flat rents represent the actual market value of MHA's housing units. Accordingly, MHA will take the following information into account in developing its Flat rent Schedule:

- Rents of non-assisted rental units in the immediate neighborhood

- Rents of non-assisted rental units in the immediate neighborhood
- Size of MHA's units compared to non-assisted rental units from the neighborhood
- Age, type of unit and condition of MHA's units compared to non-assisted rental units from the neighborhood
- Land use in the surrounding neighborhood
- Amenities (childcare, laundry facilities, playgrounds, community rooms, social services, education/job training programs, etc.) at MHA's properties and in the surrounding neighborhood
- Crime in MHA's developments and the surrounding neighborhood
- Quality of local schools serving each MHA development
- Availability of public transportation at each MHA development
- Availability of accessible units for persons with mobility impairments.

D. Annual Update of Flat Rents

Federal rules require MHA to review their Flat Rent structure annually and adjust the rents as needed. Factors such as improvement or decline in the MHA property or the surrounding neighborhood would affect MHA's flat rents at selected developments.

XI. Definitions and Procedures to be used in Determining Income and Rent

A. Annual Income (24 CFR 5.609)

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute. Annual income includes but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be consider income when used to reimburse the family for cash or assets invested in the property;

If the Family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate as determined by HUD;

4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts [See B. 14. below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.];
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (But see paragraph B. 3. below concerning treatment of lump-sum additions as Family assets.);
6. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member;
7. Periodic and determinable allowances, such as alimony and child support payments, and regular cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and
8. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See paragraph B. 7. below concerning pay for exposure to hostile fire.)

B. Items not included in Annual Income [24 CFR § 5.609]

Annual Income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18 years;
 2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);
 3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal property losses (but see paragraphs 4 and 5 above if the payments are or will be periodic in nature);
- [See paragraph 14. below for treatment of delayed or deferred periodic payments of social security or supplemental security income benefits.]
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
 5. Income of a live-in aide, provided the person meets the definition of a live-in aide (See Section 12 of these policies);
 6. The full amount of student financial assistance paid directly to the student or the educational institution; **(FR Vol. 60, #65/ 5 April 1995)**
 7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
 8. Certain amounts received that are related to participation in the following programs:
 - (a) Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
 - (b) Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - (c) Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
 - (d) A resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month) received by a public housing resident for performing a service for the MHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; and
 - (e) Incremental earnings and/or benefits resulting to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the MHA;
 9. Temporary, non-recurring, or sporadic income (including gifts);

10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. The incremental earnings to an adult resident due to employment in the following circumstances:
 - (a) The resident experiences an increase in income due to employment after the resident was unemployed for a year or more;
 - (b) The resident experiences an increase in income due to employment while the resident is engaged in a qualifying training program to achieve economic self sufficiency;
 - (c) The resident experiences an increase in income due to employment when the resident had, within the previous six months received income, benefits or services from the welfare agency worth at least \$500.

In these circumstances the resident will be eligible for a 12 month exclusion of the incremental increase in income followed by a 12 month exclusion of one half of the incremental increase in income. If the resident moves in and out of employment, the maximum period during which both the full and half exclusion will apply shall not exceed 48 months.

14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;
15. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
16. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
17. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other Federal Statute:

- The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 [7 USC 2017 (h)];
- Payments to volunteers under the Domestic Volunteer Service Act of 1973 [42 USC 5044 (g), 5088];

Examples of programs under this Act include but are not limited to:

- the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
- National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;

—Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).

- Payments received under the Alaska Native Claims Settlement Act [43 USC.1626 (a)];
- Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes [(25 USC. 459e)];
- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program [42 USC 8624 (f)];
- Payments received under programs funded in whole or in part under the Job Training Partnership Act [29 USC 1552 (b)] ;
- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians [Pub. L. 94-540, 90 State 2503-04];
- The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior [25 USC 117b, 1407]; and
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [20 USC 1087 uu].
 - Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
- Payments received from programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)]:
 - Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.
- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;
- Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 94 Stat. 1785);
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 USC 9858q);
- Earned income tax credit refund payments received on or after January 1, 1991 (26 USC 32 (j)).

C. Anticipating Annual Income [24 CFR § 913.106 (d)]

If it is not feasible to anticipate income for a 12-month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. (This method would be used for teachers who are only paid for 9 months, or for tenants receiving unemployment compensation.)

D. Adjusted Income [24 CFR § 913.102]

Adjusted Income (the income upon which rent is based) means Annual Income less the following deductions and exemptions:

For All Families

1. **Child Care Expenses** — A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by MHA when the expense is incurred to permit education or to seek employment.

2. **Dependent Deduction** — An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, handicapped, or a full-time student.

3. **Work related Disability Expenses** — A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

- a. For non-elderly families and elderly families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
- b. For elderly families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.

For elderly and disabled families only:

4. **Medical Expense Deduction** — A deduction of unreimbursed Medical Expenses, including insurance premiums, anticipated for the period for which Annual Income is computed.

Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by MHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.

- a. For elderly families without handicapped expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.

- b. For elderly families with both handicapped and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.

5. Elderly/Disabled Household Exemption — An exemption of \$400 per household. See Definitions in the next section.

6. Optional Deductions/Exemptions: MHA may choose to amend this policy and grant further exemptions or deductions to families with members who are employed. Any such exemption or deduction would require an amendment of this policy and would be noted here.

E. Rent Computation: Income-based Rent

1. The first step in computing rent is to determine each family's Total Tenant Payment. Then, if the family is occupying a unit that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment. The result of this computation, if a positive number, is the Tenant Rent. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement, which will directly to the utility company by the MHA.

2. Total Tenant Payment is the highest of:

- **30% of adjusted monthly income;** or
- **10% of monthly income;** but never less than the
- **Minimum Rent**

7. Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the Total Tenant Payment. In developments where the MHA pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment.

8. The Minimum Rent shall be \$25 per month, but a hardship exemption shall be granted to residents who can document that they are unable to pay the \$25 because of a long-term hardship (over 90 days). Examples under which residents would qualify for the hardship exemption to the minimum rent would include but not be limited to the following:

- The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
- The family would be evicted as result of the imposition of the minimum rent requirements;
- The income of the family has decreased because of changed circumstances, including loss of employment;
- A death in the family has occurred; or

The minimum rent hardship exemption is retroactive to October 21, 1998, so if any resident who qualified for the hardship exemption was charged a minimum rent since that time, the resident may be entitled to a retroactive credit.

F. Flat Rents

Flat rents, based on actual market value of units, taking into account unit size, location, age, condition and amenities, will be offered to each resident at initial certification and recertification and each family will make a choice between the income-based rent and the flat rent.

XII. Definitions of Terms Used in This Statement of Policies

1. Accessible dwelling units -- when used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR § 8.32 & § 40 [the Uniform Federal Accessibility Standards] is “accessible” within the meaning of this paragraph.

When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the unit will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.

2. Accessible Facility - means all or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps. [24 CFR § 8.21]

3. Accessible Route - For persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility. [24 CFR § 8.3 & § 40.3.5]

4. Adaptability - Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types & degrees of disability. [24 CFR § 8.3 & § 40.3.5]

9. Alteration - any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, reroofing, interior decoration or changes to mechanical systems. [24 CFR § 8.3 & § 8.23 (b)]

10. Applicant - a person or a family that has applied for admission to housing.

11. Area of Operation - The jurisdiction of the MHA as described in applicable State law and the MHA's Articles of Incorporation is the City of Memphis.

12. Assets - Assets means “cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets.” IMPORTANT: See the definition of Net Family Assets, for assets used to compute annual income. (See 24 CFR § 5.603 for definition of Net Family Assets)

13. Auxiliary Aids - means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. (24 CFR § 8.3)

10. Care attendant - a person that regularly visits the unit of a MHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by MHA must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.

11. Co-head of household - a household where two persons are held responsible and accountable for the family.

12. Dependent - A member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled, handicapped, or a full-time student. [24 CFR § 5.603]

13. Designated Family - means the category of family for whom MHA elects (subject to HUD approval) to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act. (PL 96-120)

14. Designated housing (or designated project) - a project(s), or portion of a project(s) designated for elderly only or for disabled families only in accordance with PL 96-106.

15. Disabled Family - A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. (24 CFR § 5.403)

14. Displaced Person - A person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws. This definition is used for eligibility determinations only. It should not be confused with the Federal preference for involuntary displacement. [(42 USC 1437a(b)(3)]

15. Displacement Preference – An admission preference awarded to applicants who can document displacement from current housing because:

- Their current dwelling is destroyed or extensively damaged by a natural disaster declared by the President;
- Their current dwelling cannot continue to be occupied because of Governmental Action;
- The family is subject to domestic violence in their current housing.

17. Divestiture Income - Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets (24 CFR § 5.603) in this section.)

18. Elderly Family - A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. (24 CFR § 5.403)

19. Elderly Person - A person who is at least 62 years of age. [42 USC 1437a(b)(3)]

20. Extremely Low Income Family – A Family whose Annual Income is equal to or less than 30% of Area Median Income, as published by HUD.

21. Family - Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in MHA housing; **OR** two or more persons who are not so related, but are regularly living together, can verify shared income or resources who will live together in MHA housing.

The term family also includes: Elderly family (Definition #18), Near elderly family (Definition #32) disabled family (Definition #15), displaced person (Definition #16), single person (Definition #41), the remaining

member of a tenant family, a foster care arrangement, or a kinship care arrangement (Definition #25). Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family. (24 CFR §§ 5 and 960)

Live-in Aides (Definition #26) may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights of tenancy or continued occupancy.

Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency.

For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.

22. Full-Time Student - A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school (24 CFR 5.603).

23 Head of the Household - Head of the household means the family member (identified by the family) who is held responsible and accountable for the family.

24. Individual with Handicaps, Section 504 definition [24 CFR § 8.3] -

Section 504 definitions of Individual with Handicaps and Qualified Individual with handicaps are not the definitions used to determine program eligibility. Instead, use the definition of person with disabilities as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term "individual with a disability". Individual with handicaps means any person who has:

- (a) A physical or mental impairment that:
 - substantially limits one or more major life activities;
 - has a record of such an impairment;
 - or is regarded as having such an impairment.
- (b) For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.
- (c) Definitional elements:

"physical or mental impairment" means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental

impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

“Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

“Has a record of such an impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

“Is regarded as having an impairment” means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or

Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or

Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

NOTE: A person would be covered under the first item if MHA refused to serve the person because of a perceived impairment and thus “treats” the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of MHA’s housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.

- (d) The 504 definition of handicap does not include homosexuality, bisexuality, or transvestitism. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered.

The 504 definition of individual with handicaps is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.

25. Kinship care - an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law)

26. Live-in Aide - A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by MHA to be essential to the care and well being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the necessary supportive services (24 CFR 5.403).

MHA policy on Live-in Aides stipulates that:

- (a) Before a Live-in Aide may be moved into a unit, a third-party verification must be supplied that establishes the need for such care and the fact that the live-in aide is qualified to provide such care;
- (b) Move-in of a Live-in Aide must not result in overcrowding of the existing unit according to the maximum-number-of-persons-per-unit standard (although, a reasonable accommodation for a resident with a disability may be to move the family to a larger unit);

- (c) Live-in Aides have no right to the unit as a remaining member of a resident family;
- (d) Relatives who satisfy the definitions and stipulations above may qualify as Live-in Aides, but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family.
- (e) A Live-in aide is a single person.
- (f) A Live-in Aide will be required to meet MHA's screening requirements with respect to past behavior especially:

A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors;

Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development; and

A record of eviction from housing or termination from residential programs.

27. Low-Income Household - A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller and larger families (**42 USC 1437a(b)**).

28. Medical Expense Allowance - For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense in excess of 3% of Annual Income, where these expenses are not compensated for or covered by insurance. (**24 CFR § 5.603**).

29. Minor - A minor is a person less than 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent.) Some minors are permitted to execute contracts, provided a court declares them "emancipated".

30. Mixed Population Project - means a public housing project for elderly and disabled families. The MHA is not required to designate this type of project under the Extension Act. (PIH Notice 97-12)

31. Multifamily housing project - For purposes of Section 504, means a project containing five or more dwelling units. (**24 CFR § 8.3**)

32. Near-elderly family - means a family whose head, spouse, or sole member is a near-elderly person (at least 50 but less than 62 years of age), who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. (**24 CFR § 5.403**)

33. Near-elderly person - means a person who is at least 50 years of age but below 62, who may be a person with a disability (**42 USC 1437a(b)(3)**)

34. Net Family Assets - The net cash value, after deducting reasonable costs that would be incurred in disposing of: [**24 CFR § 5.603**]

- (a) Real property (land, houses, mobile homes)
- (b) Savings (CDs, IRA or KEOB accounts, checking and savings accounts, precious metals)

- (c) Cash value of whole life insurance policies
- (d) Stocks and bonds (mutual funds, corporate bonds, savings bonds)
- (e) Other forms of capital investments (business equipment)

Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity.

Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms **(24 CFR § 913.102)**.

35. Person with disabilities²¹ **(42 USC 1437a(b)(3))** means a person²² who —

- (a) Has a disability as defined in Section 223 of the Social Security Act **(42 USC 423)**; or,
- (b) Has a physical, emotional or mental impairment that:
 - Is expected to be of long continued and indefinite duration;
 - Substantially impedes his/her ability to live independently; and,
 - Is of such nature that such disability could be improved by more suitable housing conditions; or,
- (c) Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act **[42 USC 6001 (5)]**.

36. Portion of project - includes, one or more buildings in a multi-building project; one or more floors of a project or projects; a certain number of dwelling units in a project or projects. **(24 CFR § 945.105)**

37. Project, Section 504 - means the whole of one or more residential structures & appurtenant structures, equipment, roads, walks, & parking lots that are covered by a single contract for Federal financial assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site. **[24 CFR § 8.3]**

38. Qualified Individual with handicaps, Section 504 - means an individual with handicaps who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the MHA can demonstrate would result in a fundamental alteration in its nature.

- (a) Essential eligibility requirements include: ...stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of

²¹ NOTE: this is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission. **[24 CFR 8.4 (c) (2)]**

²² A person with disabilities may be a child.

meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the MHA.

- (b) For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be "qualified" for occupancy in a project where such supportive services are provided by the MHA as a part of the assisted program. The person may not be 'qualified' for a project lacking such services. (24 CFR § 8.3)

39. Single Person - A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.

40. Spouse - Spouse means the husband or wife of the head of the household.

41. Tenant Rent - The amount payable monthly by the Family as rent to MHA. Where all utilities (except telephone) and other essential housing services are supplied by the Authority, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the MHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance (24 CFR § 5.603).

42. Total Tenant Payment (TTP) - The TTP is calculated using the following formula:

The greatest of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), or the Welfare Rent if applicable, but never less than the Minimum Rent or greater than the Ceiling Rent, if any. If the Resident pays and of the utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. (24 CFR §5.613) See the definition for Tenant Rent.

43. Uniform Federal Accessibility Standards - Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically handicapped persons will have ready access to and use of such structures. The standards are set forth in **Appendix A to 24 CFR Part 40**. See cross reference to UFAS in 504 regulations, 24 CFR § 8.32 (a).

44. Utilities - Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility (24 CFR § 965.473).

45. Upward Mobility Preference: An admissions preference granted when:

(a) A family can verify employment of an adult member:

(i) Employment at the time of the offer — To receive this preference the applicant family must have at least one family member, age 18 or older, employed at the time of MHA's offer of housing. Employment at the time of the offer must be for the 90 day period immediately prior to the offer of housing and provide a minimum of 20 hours of work per week for the family member claiming the preference.

(ii) Employment periods may be interrupted, but to claim the preference, a family must have an employed family member prior to the actual offer of housing as described above.

(iii) A family member that leaves a job will be asked to document the reasons for the termination. Someone who quits work after receiving benefit of the preference (as opposed to layoff, or taking a new job) will be considered to have misrepresented the facts to MHA and will have their assistance terminated.

(iv) The amount earned shall not be a factor in granting this local preference. This local preference shall also be available to a family if the head, spouse, or sole member is 62 or older, or is receiving social security disability, or SSI disability benefits, or any other payments based on the individual's inability to work. **[Required, 24 CFR 960.212 (b) (1)]**

(b) A family can verify participation in a job training program or graduation from such a program. This includes programs of job training, skills training or education accepted or mandated by the Temporary Assistance to Needy Families program;

The family must notify MHA if it enters such a program while on the waiting list and provide documentation of participation to MHA. MHA will not grant this preference if the family fails to provide notice. Notice and verification of the preference claim must be received prior to the offer of housing. To claim this preference applicants must be in good standing with respect to attendance and program rules.

46 Utility Reimbursement - Funds that are reimbursed to the resident or, with the resident's permission, the utility company on the resident's behalf if the utility allowance exceeds the Total Tenant Payment . Since families choosing Flat rents do not receive utility allowances, they also do not receive utility reimbursements.

47 Very Low-Income Family - Very low-income family means a family whose Annual Income does not exceed 50 percent of the median Annual Income for the area, with adjustments for smaller and larger families, as determined by the Secretary of Housing and Urban Development (42 USC 1437a(b)).

Component 3,(6) Deconcentration and Income Mixing

- a. Yes ___ No: Does the PHA have any general occupancy (family) public housing developments covered by the deconcentration rule? If no, this section is complete. If yes, continue to the next question.
- b. Yes ___ No: Do any of these covered developments have average incomes above or below 85% to 115% of all such developments? If no, this section is complete.

If yes, list these developments as follows:

Deconcentration Policy for Covered Developments

Development Name	Number of Units	Explanation (if any) [see step 4 at 903.2(c)(1)(iv)(d)]	Deconcentration Policy (if no explanation) [see step 5 at 903.2 (c)
Cleaborn TN 1-8	466	Under 85% - Partially demolished to make site more attractive for higher income clients	
Dixie TN 1-5, 1-9	600	Under 85% - Has acquired relocating tenants with low incomes due to demolitions and revitalization efforts at other sites	
Foote TN 1-2	420	Over 115% average income, but is below 30% of area median	

RESOLUTION NO. 3373

RESOLUTION APPROVING MHA'S DEVELOPMENT OF A PROPOSED HOUSING DECONCENTRATION POLICY AND ANY NECESSARY CHANGES IN THE AUTHORITY'S ADMISSION POLICY TO IMPLEMENT AND PROMOTE DECONCENTRATION OF PROPERTY.

WHEREAS, the Memphis Housing Authority is governed by the rules and regulations of the Department of Housing and Urban Development; and

WHEREAS, HUD has required all public housing authority's to develop a policy for implementing the public housing deconcentration policy; and

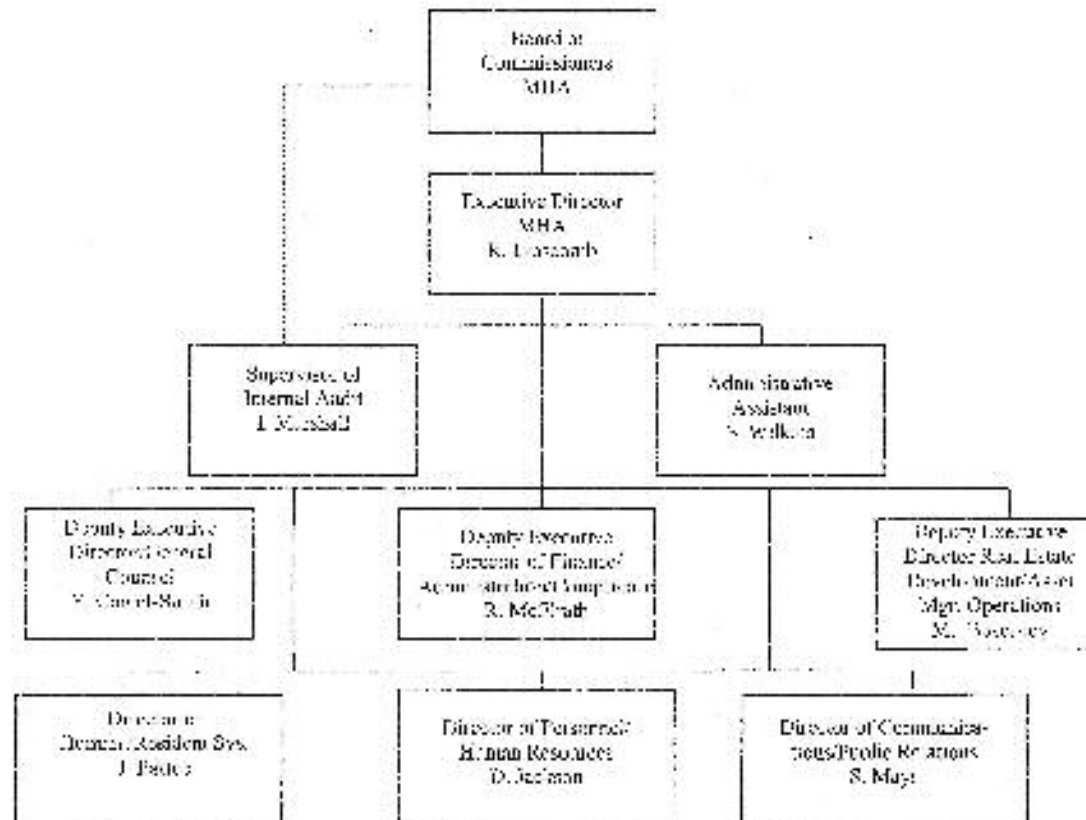
WHEREAS, the staff has proposed that the following measures be utilized to achieve the deconcentration of poverty in public housing:

- 1. The authority has established and implemented a work preference in an effort to house working families.**
- 2. The authority will include in its ACOP and agency plan the establishment of flat and ceiling rents in an effort to attract higher income families.**
- 3. The authority will explore efforts to demolish and renovate obsolete units at some of its scattered sites with the possibility of using vouchers or certificates or even establishing a home ownership program to attract higher income families**
- 4. The authority will dedensify its developments to make them safer and more marketable which will help in our efforts of deconcentration.**

WHEREAS, the Memphis Housing Authority staff will make all necessary changes in the Authority's admission policy to promote deconcentration of poverty in public housing.

NOW, THEREFORE, BE IT RESOLVED by the Memphis Housing Authority Board of Commissioners hereby approves the development of a deconcentration policy and changes in the Authority's Admission policy to implement and promote said policy.

**MEMPHIS HOUSING AUTHORITY
ORGANIZATIONAL CHART
MHA Executive Staff**



CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report						
Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary						
PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-00 Replacement Housing Factor Grant No:			Federal FY of Grant: 2000	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: December 31, 2003 <input checked="" type="checkbox"/> Final Performance and Evaluation Report						
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost		
		Original	Revised	Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	
3	1408 Management Improvements	676,575.55	676,745.55	676,745.55	676,745.55	
4	1410 Administration	95,673.30	96,228.26	96,228.26	96,228.26	
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs	1,157,573.51	1,157,573.51	1,157,573.51	1,157,573.51	
8	1440 Site Acquisition					
9	1450 Site Improvement	1,697,213.59	1,697,213.59	1,697,213.59	1,697,213.59	
10	1460 Dwelling Structures	2,046,817.67	2,046,817.67	2,046,817.67	2,046,817.67	
11	1465.1 Dwelling Equipment—Nonexpendable					
12	1470 Non-dwelling Structures					
13	1475 Non-dwelling Equipment	23,666.56	22,641.60	22,641.60	22,641.60	
14	1485 Demolition	540,895.00	540,895.00	540,895.00	540,895.00	
15	1490 Replacement Reserve					
16	1492 Moving to Work Demonstration					
17	1495.1 Relocation Costs	220,385.41	220,685.41	220,685.41	220,685.41	
18	1498 Development Activities	3,209,950.41	3,209,950.41	3,209,950.41	3,209,950.41	
19	1501 Collateralization or Debt Service					

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: TN 43P001501-00 Replacement Housing Factor Grant No:	Federal FY of Grant: 2000
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: December 31, 2003 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	11,168,751.00	11,168,751.00	11,168,751.00	11,168,751.00
22	Amount of line 21 Related to LBP Activities	116,879.75	116,879.75	116,879.75	116,879.75
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs	451,356.14	555,671.78	555,671.78	555,671.78
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-00 Replacement Housing Factor Grant No:			Federal FY of Grant: 2000			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
TN 1-1 Lamar Terrace	Emergency Sewer Repairs	1450		1,530.00	1,530.00	1,530.00	1,530.00	Complete
TN 1-1 Lamar Terrace	Fencing	1450		28,898.00	28,898.00	28,898.00	28,898.00	Complete
TN 1-2 Foote Homes	Emergency Sewer Repairs	1450		50,138.52	50,138.52	50,138.52	50,138.52	Complete
TN 1-5,9 Dixie Homes	Sewer Repairs	1450		568,563.48	568,563.48	568,563.48	568,563.48	Complete
TN 1-5,9 Dixie Homes	Unit Rehab for Vacancy Consolidation	1460		279,846.72	279,846.72	279,846.72	279,846.72	Complete
TN 1-5,9 Dixie Homes	Emergency Sewer Repairs	1450		15,785.75	15,785.75	15,785.75	15,785.75	Complete
TN 1-8 Cleaborn Homes	Dwelling Unit Repairs	1460		263,405.74	0.00	0.00	0.00	Moved to 2001 CFP

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Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-00 Replacement Housing Factor Grant No:			Federal FY of Grant: 2000			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
TN 1-8 Cleaborn Homes	Unit Rehab for Vacancy Consolidation	1460		306,149.60	306,149.59	306,149.59	306,149.59	Complete
TN 1-8 Cleaborn Homes	Emergency Sewer Repairs	1450		14,579.38	14,579.38	14,579.38	14,579.38	Complete
TN 1-8 Cleaborn Homes	Sewer System Repair/Replacement	1450		425,978.76	425,978.76	425,978.76	425,978.76	Complete
TN 1-8 Cleaborn Homes	Demolition of Non-Viable Units	1485		511,200.00	511,200.00	511,200.00	511,200.00	Complete
TN 1-10 Lauderdale Courts	Contribution to Mixed Finance Development Agreement	1499		3,209,950.41	3,209,950.41	3,209,950.41	3,209,950.41	Complete
TN 1-10 Lauderdale Courts	Demolition	1485		17,195.00	17,195.00	17,195.00	17,195.00	Complete
TN 1-13 Barry Homes	Site Improvements	1450		77,910.78	77,910.78	77,910.78	77,910.78	Complete

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Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-00 Replacement Housing Factor Grant No:			Federal FY of Grant: 2000			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
TN 1-13 Barry Homes	Building Envelope Repairs	1460		722,292.12	986,832.87	986,832.87	986,832.87	Complete
TN 1-13 Barry Homes	Construction Zone Security	1408		107,912.00	100,447.57	100,447.57	100,447.57	Complete
TN 1-13 Barry Homes	Demolition	1485		12,500.00	12,500.00	12,500.00	12,500.00	Complete
TN 1-13 Barry Homes	Emergency Work	1450		4,158.37	4,158.37	4,158.37	4,158.37	Complete
TN 1-14 Venson Center	Site Improvements	1450		2,163.50	2,163.50	2,163.50	2,163.50	Complete
TN 1-14 Venson Center	Building Envelope Repairs	1460		1,570.11	1,570.11	1,570.11	1,570.11	Complete
TN 1-18 Jefferson Square	Site Improvements	1450		149,236.25	149,236.25	149,236.25	149,236.25	Complete

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Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-00 Replacement Housing Factor Grant No:				Federal FY of Grant: 2000		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
TN 1-18 Jefferson Square	Building Envelope Repairs	1460		185,579.31	185,579.31	185,579.31	185,579.31	Complete
TN 1-23 Borda Towers	Site Improvements	1450		12,295.00	12,295.00	12,295.00	12,295.00	Complete
AW	Site Improvements – HQS	1450		270,814.25	270,814.25	270,814.25	270,814.25	Complete
AW	Dwelling Structures – HQS	1460		285,915.70	284,780.70	284,780.70	284,780.70	Complete
AW	Security Fencing	1450		77,219.92	77,219.92	77,219.92	77,219.92	Complete
AW	Operating Subsidy	1406		1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	Complete
AW	Management Improvements	1408		4,716.25	4,716.25	4,716.25	4,716.25	Complete
AW	Staff Training	1408		68,496.57	70,672.40	70,672.40	70,672.40	Complete
AW	Resident Training	1408		9,163.00	8,833.00	8,833.00	8,833.00	Complete
AW	Resident Training – RETC	1408		17,920.00	18,368.00	18,368.00	18,368.00	Complete

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-00 Replacement Housing Factor Grant No:				Federal FY of Grant: 2000		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
AW	Resident Owned Business Development	1408		6,688.50	6,688.50	6,688.50	6,688.50	Complete
AW	Resident Self-Sufficiency Programs	1408		100,000.00	0.00	0.00	0.00	Moved to later grant
AW	Security Uniforms	1475		12,456.99	11,432.03	11,432.03	11,432.03	Complete
AW	Security Vehicle & Ancillary Items	1475		9,662.45	9,662.45	9,662.45	9,662.45	Complete
AW	Security Salaries	1408		361,679.23	467,019.83	467,019.83	467,019.83	Complete
AW	A&E Fees	1430		1,157,573.51	1,157,573.51	1,157,573.51	1,157,573.51	Complete
AW	CI Sundry	1410		15,673.30	16,228.26	16,228.26	16,228.26	Complete
AW	Office Equipment & Furniture	1475		1,547.12	1,547.12	1,547.12	1,547.12	Complete
AW	Relocation	1495		220,385.41	220,685.41	220,685.41	220,685.41	Complete

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-00 Replacement Housing Factor Grant No:			Federal FY of Grant: 2000			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
AW	Administration, Salaries, Fringe Benefits	1410		80,000.00	80,000.00	80,000.00	80,000.00	Complete

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program No: TN43P001501-00 Replacement Housing Factor No:					Federal FY of Grant: 2000	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
	Original	Revised	Actual	Original	Revised	Actual		
TN 1-1 Lamar Terrace		Sep 02	Sep 02	Sep 03	Sep04	Dec03		
TN 1-2R Foote Homes	Mar02	Sep 02	Sep 02	Sep03	Sep04	Dec03		
TN 1-5,9 Dixie Homes		Sep 02	Sep 02	Sep03	Sep04	Dec03		
TN 1-7 Oates Manor		Sep 02	Sep 02	Sep03	Sep04	Dec03		
TN 1-8,11 Cleaborn Homes	Mar02	Sep 02	Sep 02	Sep03	Sep04	Dec03		
TN 1-10 Lauderdale Courts	Mar02	Sep 02	Sep 02	Sep03	Sep04	Dec03		
TN 1-13 Barry Homes	Mar02	Sep 02	Sep 02	Sep03	Sep04	Dec03		
TN 1-14 Venson Center	Mar02	Sep 02	Sep 02	Sep03	Sep04	Dec03		
TN 1-18 Jefferson Square	Mar02	Sep 02	Sep 02	Sep03	Sep04	Dec03		

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program No: TN43P001501-00 Replacement Housing Factor No:					Federal FY of Grant: 2000	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
	Original	Revised	Actual	Original	Revised	Actual		
TN 1-23 Borda Towers	Mar02	Sep 02	Sep 02	Sep03	Sep04	Dec03		
AW Security Fencing	Mar02	Sep 02	Sep 02	Sep03	Sep04	Dec03		

CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: TN43R001501-00			Federal FY of Grant: 2000
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: December 31, 2003 <input checked="" type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	0.00	0.00	0.00	0.00
3	1408 Management Improvements	0.00	0.00	0.00	0.00
4	1410 Administration	0.00	0.00	0.00	0.00
5	1411 Audit	0.00	0.00	0.00	0.00
6	1415 Liquidated Damages	0.00	0.00	0.00	0.00
7	1430 Fees and Costs	0.00	1,049,651.00	1,049,651.00	1,049,651.00
8	1440 Site Acquisition	0.00	0.00	0.00	0.00
9	1450 Site Improvement	0.00	0.00	0.00	0.00
10	1460 Dwelling Structures	0.00	0.00	0.00	0.00
11	1465.1 Dwelling Equipment—Nonexpendable	0.00	0.00	0.00	0.00
12	1470 Non-dwelling Structures	0.00	0.00	0.00	0.00
13	1475 Non-dwelling Equipment	0.00	0.00	0.00	0.00
14	1485 Demolition	0.00	0.00	0.00	0.00
15	1490 Replacement Reserve	0.00	0.00	0.00	0.00
16	1492 Moving to Work Demonstration	0.00	0.00	0.00	0.00
17	1495.1 Relocation Costs	0.00	0.00	0.00	0.00
18	1499 Development Activities	1,049,651.00	0.00	0.00	0.00

**Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary**

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: TN43R001501-00	Federal FY of Grant: 2000
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: December 31, 2003 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
19	1501 Collateralization or Debt Service	0.00	0.00	0.00	0.00
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	1,049,651.00	1,049,651.00	1,049,651.00	1,049,651.00
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: TN43R001501-00				Federal FY of Grant: 2000		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
TN 1-10 Lauderdale Courts	Contribution to Mixed Finance Development Agreement	1499		1,049,651.00	0.00	0.00	0.00	
TN 1-20 Hornlake Heights	A&E Fees for Revitalization Design	1430		0.00	253,580.06	253,580.06	253,580.06	Complete
TN 1-30 Ford Road Apts	A&E Fees for Revitalization Design	1430		0.00	255,786.06	255,786.06	255,786.06	Complete
TN 1-31 Cypresswood	A&E Fees for Revitalization Design	1430		0.00	275,268.83	275,268.83	275,268.83	Complete
TN 1-32 Hawkins Mill	A&E Fees for Revitalization Design	1430		0.00	265,016.05	265,016.05	265,016.05	Complete

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program No: Replacement Housing Factor No: TN43R001501-00				Federal FY of Grant: 2000	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
TN 1-10 Lauderdale Courts	Dec-03		Dec-01	Dec-05		Dec-03	

CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-01 Replacement Housing Factor Grant No:			Federal FY of Grant: 2001
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:)					
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: December 31, 2003 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00
3	1408 Management Improvements	1,416,087.20	1,233,396.46	1,233,396.46	1,015,793.09
4	1410 Administration	630,700.00	632,912.40	632,912.40	625,161.14
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	1,551,956.67	1,303,724.42	1,303,724.42	883,036.79
8	1440 Site Acquisition	10,000.00	34,300.00	34,300.00	34,300.00
9	1450 Site Improvement	1,872,375.23	1,967,536.54	1,967,536.54	1,967,536.54
10	1460 Dwelling Structures	529,000.00	1,647,737.55	1,647,737.55	1,014,500.50
11	1465.1 Dwelling Equipment—Nonexpendable		30,000.00	30,000.00	30,000.00
12	1470 Non-dwelling Structures		431,813.31	431,813.31	431,813.31
13	1475 Non-dwelling Equipment	63,600.00	92,149.38	92,149.38	85,668.26
14	1485 Demolition	263,275.00	272,912.12	272,912.12	272,912.12
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	200,000.00	150,601.74	150,601.74	119,314.74
18	1499 Development Activities	3,762,180.90	2,502,091.08	2,502,091.08	685,199.79
19	1501 Collateralization or Debt Service				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: TN 43P001501-01 Replacement Housing Factor Grant No:	Federal FY of Grant: 2001
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: December 31, 2003 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	11,299,175.00	11,299,175.00	11,299,175.00	8,165,236.28
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-01 Replacement Housing Factor Grant No:				Federal FY of Grant: 2001		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
TN 1-1 Lamar Terrace	Revitalization Development	1499		0.00	67,236.25	67,236.25	67,236.25	Complete
TN 1-2 Foote Homes	Emergency Sewer Repairs	1450		85,000.00	83,986.00	83,986.00	83,986.00	Complete
TN 1-5,9 Dixie Homes	Sewer System Repairs/Landscaping	1450		155,983.81	138,483.81	138,483.81	138,483.81	Complete
TN 1-8 Cleaborn Homes	Sewer System/Landscaping	1450		127,724.71	131,807.75	131,807.75	131,807.75	Complete
TN 1-8 Cleaborn Homes	Electrical Panel, Fixtures, Outlets	1460		0.00	8,487.38	8,487.38	8,487.38	Complete
TN 1-8 Cleaborn Homes	Unit Rehab for Vacancy Consolidation	1460		4,000.00	521,142.23	521,142.23	24,905.18	In Progress
TN 1-8 Cleaborn Homes	Dwelling Structures	1460			1,300.00	1,300.00	1,300.00	Complete

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-01 Replacement Housing Factor Grant No:				Federal FY of Grant: 2001		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
TN 1-8,11 Cleaborn Homes	Demolition of Non-Viable Units	1485		258,475.00	268,112.12	268,112.12	268,112.12	Complete
TN 1-10 Lauderdale Courts	Contribution to Master Development Agreement	1498		3,762,180.90	2,434,854.83	2,434,854.83	617,963.54	In Progress
TN 1-10 Lauderdale Courts	Site Improvements	1450		18,748.00	18,748.00	18,748.00	18,748.00	Complete
TN 1-12 Fowler Homes	Demolition	1485		4,800.00	4,800.00	4,800.00	4,800.00	Complete
TN 1-13 Barry Homes	Building Envelope Repairs	1460		450,000.00	27,601.00	27,601.00	27,601.00	Complete
TN 1-13 Barry Homes	Site Improvements	1450		0.00	106,245.98	106,245.98	106,245.98	Complete
TN 1-13 Barry Homes	Fire Alarm Devices	1460		0.00	13,585.00	13,585.00	13,585.00	Complete

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-01 Replacement Housing Factor Grant No:				Federal FY of Grant: 2001		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
TN 1-13 Barry Homes	Building Envelopes	1460		0.00	660,321.94	660,321.94	660,321.94	Complete
TN 1-13 Barry Homes	Utility Building Construction	1470		0.00	431,813.31	431,813.31	431,813.31	Complete
TN 1-13 Barry Homes	Construction Zone Security	1408		0.00	24,992.43	24,992.43	24,992.43	Complete
AW	Security Enhancements	1450		1,434,918.71	1,488,265.00	1,488,265.00	1,488,265.00	Complete
AW	Site Improvements HQS	1450		50,000.00	0.00	0.00	0.00	Moved to earlier grant
AW	Non-dwelling Equipment	1475		30,000.00	0.00	0.00	0.00	Deleted Item
AW	Dwelling Equipment	1465		0.00	30,000.00	30,000.00	30,000.00	Complete
AW	Telecommunications Project	1408		0.00	59,231.94	59,231.94	55,181.94	In Progress

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-01 Replacement Housing Factor Grant No:			Federal FY of Grant: 2001			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
AW	Elevator Upgrades (Hi-Rises)	1460			415,300.00	415,300.00	278,300.00	In Progress
AW	Operating Subsidy	1406		1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	Complete
AW	Administration, Salaries, Fringes	1410		570,700.00	570,700.00	570,700.00	570,700.00	Complete
AW	CI Sundry Expenses	1410		60,000.00	62,212.40	62,212.40	54,461.14	In Progress
AW	Staff Training	1408		150,015.14	86,263.29	86,263.29	85,741.08	In Progress
AW	Resident Training	1408		194,617.02	188,750.18	188,750.18	120,700.48	In Progress
AW	Policies and Procedures Manual	1408		20,000.00	8,750.00	8,750.00	0.00	In Progress
AW	CFP Portion Security Salaries	1408		435,800.00	436,664.56	436,664.56	307,992.74	In Progress
AW	Security Uniforms	1475		6,600.00	6,034.42	6,034.42	3,603.30	In Progress
AW	A&E Fees	1430		1,551,956.67	1,303,724.42	1,303,724.42	883,036.79	In Progress
AW	Real Estate Appraisals	1440		10,000.00	34,300.00	34,300.00	34,300.00	Complete

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-01 Replacement Housing Factor Grant No:				Federal FY of Grant: 2001		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
AW	Information Technology Enhancements	1408		550,000.00	473,000.00	473,000.00	461,390.36	In Progress
AW	Computer Hardware	1475		26,400.00	25,313.68	25,313.68	25,313.68	Complete
AW	Computer Software	1408		15,655.04	14,976.00	14,976.00	14,976.00	Complete
AW	Relocation	1495		200,000.00	150,601.74	150,601.74	119,314.74	In Progress
AW	Office Furniture & Equipment	1475		600.00	1,569.34	1,569.34	1,569.34	Complete

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program No: TN43P001501-01 Replacement Housing Factor No:					Federal FY of Grant: 2001	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
	Original	Revised	Actual	Original	Revised	Actual		
TN 1-1 Lamar Terrace	Jun 03	--	Jun 03	Jun 05	--			
TN 1- Foote Homes	Jun 03	--	Jun 03	Jun 05	--			
TN 1-5,9 Dixie Homes	Jun 03	--	Jun 03	Jun 05	--			
TN 1-8 Cleaborn Homes	Jun 03	--	Jun 03	Jun 05	--			
TN 1-10 Lauderdale Courts	Jun 03	--	Jun 03	Jun 05	--			
TN 1-13 Barry Homes	Jun 03	--	Jun 03	Jun 05	--			
AW- Security Enhancements	Jun 03	--	Jun 03	Jun 05	--			
AW- Elevator Upgrades	Jun 03	--	Jun 03	Jun 05	--			

CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary					
PHA Name Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: TN 43R001501-01			Federal FY of Grant: 2001
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: December 31, 2003 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	0.00	0.00	0.00	0.00
3	1408 Management Improvements Soft Costs	0.00	0.00	0.00	0.00
	Management Improvements Hard Costs	0.00	0.00	0.00	0.00
4	1410 Administration	0.00	0.00	0.00	0.00
5	1411 Audit	0.00	0.00	0.00	0.00
6	1415 Liquidated Damages	0.00	0.00	0.00	0.00
7	1430 Fees and Costs	0.00	967,332.12	967,332.12	351,176.75
8	1440 Site Acquisition	0.00	0.00	0.00	0.00
9	1450 Site Improvement	0.00	0.00	0.00	0.00
10	1460 Dwelling Structures	0.00	0.00	0.00	0.00
11	1465.1 Dwelling Equipment—Nonexpendable	0.00	0.00	0.00	0.00
12	1470 Nondwelling Structures	0.00	0.00	0.00	0.00
13	1475 Nondwelling Equipment	0.00	0.00	0.00	0.00
14	1485 Demolition	0.00	0.00	0.00	0.00
15	1490 Replacement Reserve	0.00	0.00	0.00	0.00
16	1492 Moving to Work Demonstration	0.00	0.00	0.00	0.00

**Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary**

PHA Name Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: TN 43R001501-01	Federal FY of Grant: 2001
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: December 31, 2003
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
17	1495.1 Relocation Costs	0.00	0.00	0.00	0.00
18	1499 Development Activities	1,201,871.00	234,538.88	234,538.88	166,316.85
19	1502 Contingency	0.00	0.00	0.00	0.00
20	Amount of Annual Grant: (sum of lines 2- 19)	1,201,871.00	1,201,871.00	1,201,871.00	517,493.60
21	Amount of line XX Related to LBP Activities				
22	Amount of line XX Related to Section 504 compliance				
23	Amount of line XX Related to Security --Soft Costs				
24	Amount of Line XX related to Security-- Hard Costs				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: TN43R001501-01				Federal FY of Grant: 2001			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revised	Funds Obligated	Funds Expended	
AW	Acquisition – Watkins Manor		1499		201,871.00	0.00	0.00	0.00	Deleted Item
AW	Acquisition – Scattered Sites		1499		1,000,000.00	0.00	0.00	0.00	Deleted Item
TN 1-20 Hornlake Heights	A&E Fees for Revitalization Design		1430		0.00	243,062.96	243,062.96	89,894.12	In Progress
TN 1-30 Ford Road Apts	A&E Fees for Revitalization Design		1430		0.00	249,751.32	249,751.32	89,894.12	In Progress
TN 1-31 Cypresswood	A&E Fees for Revitalization Design		1430		0.00	239,545.01	239,545.01	83,658.37	In Progress
TN 1-32 Hawkins Mill	A&E Fees for Revitalization Design		1430		0.00	234,972.83	234,972.83	87,730.14	In Progress

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Housing Authority of the City of Memphis		Grant Type and Number Capital Fund Program No: Replacement Housing Factor No: TN43R001501-01				Federal FY of Grant: 2001	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
TN 1-1 Lamar Terrace	Dec-03			Dec-05			
COMP Mod's	Dec-03			Dec-05			

CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-02 Replacement Housing Factor Grant No:			Federal FY of Grant: 2002	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: December 31, 2003 Final Performance and Evaluation Report						
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost		
		Original	Revised	Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations	1,673,428.00	1,673,428.00	1,673,428.00	1,673,428.00	
3	1408 Management Improvements	685,800.00	200,000.00	137,348.35	51,819.00	
4	1410 Administration	720,700.00	204,709.78	202,645.94	175,607.23	
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs	918,069.00	918,069.00	347,817.41	46,081.00	
8	1440 Site Acquisition	5,000.00	5,000.00	3,739.84	3,739.84	
9	1450 Site Improvement	1,204,824.00	1,386,182.03	1,307,433.26	1,067,692.79	
10	1460 Dwelling Structures	2,916,476.00	3,406,842.94	3,356,287.47	1,552,832.43	
11	1465.1 Dwelling Equipment—Nonexpendable		66,894.00	66,894.00	66,894.00	
12	1470 Non-dwelling Structures		33,171.25			
13	1475 Non-dwelling Equipment	37,446.00	37,446.00	36,450.43	33,734.93	
14	1485 Demolition					
15	1490 Replacement Reserve					
16	1492 Moving to Work Demonstration					
17	1495.1 Relocation Costs	100,000.00	80,000.00	80,000.00		
18	1499 Development Activities	105,400.00	355,400.00	350,400.00	22,016.50	
19	1501 Collateralization or Debt Service					
20	1502 Contingency					
21	Amount of Annual Grant: (sum of lines 2 – 20)	8,367,143.00	8,367,143.00	7,562,444.70	4,693,845.72	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: TN 43P001501-02 Replacement Housing Factor Grant No:	Federal FY of Grant: 2002
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: December 31, 2003 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-02 Replacement Housing Factor Grant No:			Federal FY of Grant: 2002			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
AW	Operations	1406		1,673,428.00	1,673,428.00	1,673,428.00	1,673,428.00	Complete
AW	Administration, Technical Salaries, Fringes	1410		670,700.00	174,709.78	174,709.78	174,709.78	Complete
AW	CI Sundry Expense	1410		50,000.00	30,000.00	27,936.16	897.45	In Progress
AW	Staff Training	1408		42,000.00	42,000.00	17,170.34	15,887.04	In Progress
AW	Resident Training	1408		108,000.00	108,000.00	105,827.26	21,581.21	In Progress
AW	Resident Owned Business Development	1408		25,000.00	25,000.00	0.00	0.00	Moved to later grant
AW	Computer Software	1408		25,000.00	25,000.00	14,350.75	14,350.75	Complete
AW	Policies and Procedures Manual	1408		50,000.00	0.00	0.00	0.00	Moved to later grant
AW	Computer Hardware	1475		25,000.00	30,000.00	29,825.83	27,527.83	In Progress

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-02 Replacement Housing Factor Grant No:				Federal FY of Grant: 2002		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
AW	CFP Portion Security Salary	1408		435,800.00	0.00	0.00	0.00	Moved to earlier grant
AW	Security Uniforms	1475		5,000.00	0.00	0.00	0.00	Moved to later grant
AW	Architectural/Engineering Services	1430		918,069.00	918,069.00	347,817.41	46,081.00	In progress
AW	Real Estate Appraisals	1440.5		5,000.00	5,000.00	3,739.84	3,739.84	In progress
AW	Relocation	1495		100,000.00	80,000.00	80,000.00	0.00	Planned
TN 1-2 Foote Homes	Storm Drain Piping	1450			2,188.00	2,188.00	2,188.00	Complete
TN 1-5 Dixie Homes	Unit Modernization & Repairs/Renovations	1460		2,030,693.00	2,030,693.00	2,017,487.00	1,528,707.90	In Progress
TN 1-7 Oates Manor	Temporary Fencing	1450		40,400.26				Moved to later grant

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-02 Replacement Housing Factor Grant No:			Federal FY of Grant: 2002			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
TN 1-7 Oates Manor	Telephone Service	1450			1,075.88	1,075.88	1,075.88	Complete
TN 1-8 Cleaborn Homes	Unit Modernization & Repairs	1460		810,783.00	1,241,111.82	1,241,111.82	0.00	In Progress
TN 1-12 Fowler Homes	Revitalization	1499		50,000.00	0.00	0.00	0.00	Moved to later grant
TN 1-13 Barry Homes	Building Repairs	1460		15,000.00	44,056.12	6,706.65	6,706.64	Complete
TN 1-13 Barry Homes	Building Repairs (Tile 1 st Floor)	1460			9,100.00	9,100.00	0.00	In Progress
TN 1-13 Barry Homes	Window/Screen Repairs	1460			20,131.00	20,131.00	17,417.89	In progress
TN 1-13 Barry Homes	Storm Sewer Replacement	1450			42,115.00	42,115.00	42,115.00	Complete

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-02 Replacement Housing Factor Grant No:				Federal FY of Grant: 2002		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
TN 1-13 Barry Homes	Perimeter Fence	1450			30,000.00	0.00	0.00	Planned
COMP Mod's	Temporary Fencing	1450		93,990.00	0.00	0.00	0.00	Moved to HOPE VI Demo grant
TN 1-45 Alabama Plaza	Drainage Construction	1450		140,000.00	198,320.00	198,320.00	115,990.00	In Progress
TN 1-45 Alabama Plaza	Drainage Construction	1460		60,000.00	61,751.00	61,751.00	0.00	In Progress
AW	Security Enhancements	1450		930,433.74	1,063,734.38	1,063,734.38	906,323.91	In Progress
AW	Telecommunications Project	1408		7,446.00	7,446.00	6,624.60	6,207.10	In Progress
AW	Security Cameras	1465			66,894.00	66,894.00	66,894.0	Complete
AW	Security Enhancement (Central Office)	1470			33,171.25	0.00	0.00	Deleted Item
AW	Financial Advisor for COMP Mod's	1499			300,000.00	300,000.00	0.00	Planned

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-02 Replacement Housing Factor Grant No:			Federal FY of Grant: 2002			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
AW	Market Surveys/Application Fees	1499		55,400.00	55,400.00	50,400.00	22,016.50	In progress
AW	Site Improvements	1450			48,748.77			Planned

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program No: TN43P001501-02 Replacement Housing Factor No:	Federal FY of Grant: 2002
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Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
TN 1-2 Foote Homes	Jun-04			Jun-06			
TN 1-5 Dixie Homes	Jun-04			Jun-06			
TN 1-7 Oates Manor	Jun-04			Jun-06			
TN 1-8 Cleaborn Homes	Jun-04			Jun-06			
TN 1-13 Barry Homes	Jun-04			Jun-06			
TN 1-45 Alabama Plaza	Jun-04			Jun-06			

CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary						
PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: TN43R001501-02			Federal FY of Grant: 2002	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:)						
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: December 31, 2003 <input type="checkbox"/> Final Performance and Evaluation Report						
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost		
		Original	Revised	Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations					
3	1408 Management Improvements					
4	1410 Administration					
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs					
8	1440 Site Acquisition					
9	1450 Site Improvement					
10	1460 Dwelling Structures					
11	1465.1 Dwelling Equipment—Nonexpendable					
12	1470 Non-dwelling Structures					
13	1475 Non-dwelling Equipment					
14	1485 Demolition					
15	1490 Replacement Reserve					
16	1492 Moving to Work Demonstration					
17	1495.1 Relocation Costs					
18	1499 Development Activities	1,107,916.00				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: TN43R001501-02	Federal FY of Grant: 2002
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: December 31, 2003 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	1,107,916.00			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: TN43R001501-02				Federal FY of Grant: 2002		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
TN 1-32 Hawkins Mill	Revitalization	1499		1,107,916.00	0.00	0.00	0.00	

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program No: Replacement Housing Factor No: TN43R001501-02				Federal FY of Grant: 2002	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
TN 1-32 Hawkins Mill	Jun-04			Jun-06			

CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-03 Replacement Housing Factor Grant No:			Federal FY of Grant: 2003
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:)					
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: December 31, 2003 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	1,644,102.00		822,051.00	822,051.00
3	1408 Management Improvements	1,644,102.80			
4	1410 Administration	822,051.40		792,051.40	309,554.48
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	1,382,637.00			
8	1440 Site Acquisition	120,000.00			
9	1450 Site Improvement	393,270.00			
10	1460 Dwelling Structures	250,000.00			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures	560,000.00			
13	1475 Non-dwelling Equipment	6,000.00			
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	100,000.00		20,000.00	
18	1498 Development Activities	1,298,350.80			
19	1501 Collateralization or Debt Service				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: TN 43P001501-03 Replacement Housing Factor Grant No:	Federal FY of Grant: 2003
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: December 31, 2003 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	8,220,514.00		1,634,102.40	1,131,605.48
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-03 Replacement Housing Factor Grant No:			Federal FY of Grant: 2003			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
AW	Operations	1406		1,644,102.00		822,051.00	822,051.00	
AW	Administration, Technical Salaries, Fringes	1410		792,051.40		792,051.40	309,554.48	
AW	CI Sundry Expense	1410		30,000.00				
AW	Staff Training	1408		50,000.00				
AW	Resident Training	1408		50,000.00				
AW	Policies and Procedures Manual	1408		50,000.00				
AW	Security Salary/Fringes	1408		1,494,102.80				
AW	Security Uniforms	1475		6,000.00				
AW	Architectural/Engineering Services	1430		1,382,637.00				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-03 Replacement Housing Factor Grant No:			Federal FY of Grant: 2003			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
AW	Real Estate Appraisals	1440.5		20,000.00				
AW	Building Acquisitions	1440		100,000.00				
AW	Site Improvements (REAC)	1450		43,270.00				
AW	Dwelling Structures (REAC)	1460		250,000.00				
AW	Relocation	1495		100,000.00		20,000.00	0.00	Planned
TN 1-05 Dixie Homes	Landscaping	1450		150,000.00				
TN 1-05 Dixie Homes	Non-dwelling Unit Construction (Laundry)	1470		250,000.00				
TN 1-05 Dixie Homes	Boys and Girls Club (Roof Repairs)	1470		60,000.00				
TN 1-7 Oates Manor	Temporary Fencing	1450		50,000.00				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-03 Replacement Housing Factor Grant No:				Federal FY of Grant: 2003		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
TN 1-08 Cleaborn Homes	Landscaping	1450		150,000.00				
TN 1-08 Cleaborn Homes	Non-dwelling Unit Construction (Laundry)	1470		250,000.00				
TN 1-12 Fowler Homes	Revitalization	1499		50,000.00				
TN 1-20 Hornlake	Revitalization	1499		1,248,350.80				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program No: TN43P001501-03 Replacement Housing Factor No:					Federal FY of Grant: 2003	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
	Original	Revised	Actual	Original	Revised	Actual		
TN 1-05 Dixie Homes	Sep-05			Sep-07				
TN 1-7 Oates Manor	Sep-05			Sep-07				
TN 1-08 Cleaborn Homes	Sep-05			Sep-07				
TN 1-12 Fowler Homes	Sep-05			Sep-07				
TN 1-20 Hornlake	Sep-05			Sep-07				

CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary						
PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: TN43R001501-03			Federal FY of Grant: 2003	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:)						
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: December 31, 2003 <input type="checkbox"/> Final Performance and Evaluation Report						
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost		
		Original	Revised	Obligated	Expended	
1	Total non-CFP Funds					
2	1406 Operations					
3	1408 Management Improvements					
4	1410 Administration					
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs	20,000.00				
8	1440 Site Acquisition					
9	1450 Site Improvement					
10	1460 Dwelling Structures					
11	1465.1 Dwelling Equipment—Nonexpendable					
12	1470 Non-dwelling Structures					
13	1475 Non-dwelling Equipment					
14	1485 Demolition					
15	1490 Replacement Reserve					
16	1492 Moving to Work Demonstration					
17	1495.1 Relocation Costs					
18	1498 Mod Used for Development					

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: TN43R001501-03	Federal FY of Grant: 2003
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: December 31, 2003 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
19	1501 Collateralization or Debt Service	453,952.00			
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	473,952.00			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: TN43R001501-03				Federal FY of Grant: 2003		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
AW	A/E Fees	1430		20,000.00				
AW	Debt Service	1501		453,952.00				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program No: Replacement Housing Factor No: TN43R001501-03					Federal FY of Grant: 2003	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
	Original	Revised	Actual	Original	Revised	Actual		
Authority Wide	Jun-05			Jun-07				

CAPITAL FUND PROGRAM TABLES START HERE

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/RHF) Part I: Summary					
PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-04 Replacement Housing Factor Grant No: TN 43R001501-04			Federal FY of Grant: 2004
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	1,644,102.00			
3	1408 Management Improvements	1,644,102.00			
4	1410 Administration	822,051.00			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	448,358.00			
8	1440 Site Acquisition	0.00			
9	1450 Site Improvement	50,000.00			
10	1460 Dwelling Structures	369,131.00			
11	1465.1 Dwelling Equipment—Nonexpendable	150,000.00			
12	1470 Non-dwelling Structures	250,000.00			
13	1475 Non-dwelling Equipment	30,000.00			
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	100,000.00			
18	1499 Development Activities	250,000.00 (RHF)			
19	1501 Debt Service	2,936,722.00 (incl. RHF)			

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Replacement Housing Factor (CFP/RHF) Part I: Summary

PHA Name: Memphis Housing Authority	Grant Type and Number Capital Fund Program Grant No: TN 43P001501-04 Replacement Housing Factor Grant No: TN 43R001501-04	Federal FY of Grant: 2004
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	8,694,466.00			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/RHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-04 Replacement Housing Factor Grant No: TN 43R001501-04			Federal FY of Grant: 2004			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
AW	Operations	1406		1,644,102.00				
AW	Administration, Technical Salaries, Fringes	1410		792,051.00				
AW	CI Sundry Expense	1410		30,000.00				
AW	Staff Training	1408		50,000.00				
AW	Resident Training	1408		50,000.00				
AW	Security Salary/Fringes	1408		0.00				
AW	Security Uniforms	1475		5,000.00				
AW	Architectural/Engineering Services	1430		448,358.00				
AW	Management Improvements (HQ Move)	1408		919,102.00				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/RHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-04 Replacement Housing Factor Grant No: TN 43R001501-04			Federal FY of Grant: 2004			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
AW	Information Technology Enhancements	1408		600,000.00				
AW	Computer Software	1408		25,000.00				
AW	Computer Hardware	1475		25,000.00				
AW	Relocation	1495		100,000.00				
TN 1-02 Foote Homes	Non-dwelling Construction (Laundry Facility)	1470		250,000.00				
TN 1-05 Dixie Homes	Landscaping	1450		50,000.00				
TN 1-08 Cleaborn Homes	Unit Modernization Repairs	1460		269,131.00				
TN 1-21 Montgomery Plaza	Unit Modernization & Repairs	1460		100,000.00				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Replacement Housing Factor (CFP/RHF)
Part II: Supporting Pages

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN 43P001501-04 Replacement Housing Factor Grant No: TN 43R001501-04			Federal FY of Grant: 2004			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
AW	Security Cameras (Hi-Rises)	1465		150,000.00				
AW	Debt Service	1501		2,936,722.00 (incl. RHF)				
TN 1-12 Fowler Homes	Revitalization	1499		250,000.00 (RHF)				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/RHF)
Part III: Implementation Schedule

PHA Name: Memphis Housing Authority		Grant Type and Number Capital Fund Program No: TN43P001501-04 Replacement Housing Factor No: TN43R001501-04					Federal FY of Grant: 2004	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
	Original	Revised	Actual	Original	Revised	Actual		
TN 1-02 Foote Homes	Sept-06			Sept-08				
TN 1-05 Dixie Homes	Sept-06			Sept-08				
TN 1-08 Cleaborn Homes	Sept-06			Sept-08				
TN 1-21 Montgomery Plaza	Sept-06			Sept-08				
TN 1-12 Fowler Homes	Sept-06			Sept-08				

Capital Fund Program Five-Year Action Plan
Part I : Summary

PHA Name: Memphis Housing Authority		<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:			
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: 2005 PHA FY:	Work Statement for Year 3 FFY Grant: 2006 PHA FY:	Work Statement for Year 4 FFY Grant: 2007 PHA FY:	Work Statement for Year 5 FFY Grant: 2008 PHA FY:
	Annual Statement				
TN 1-5 Dixie Homes		500,000.00	1,130,796.00		
TN 1-8 Cleaborn Homes		500,000.00	855,795.00		
TN 1—14 Venson Center				1,166,591.00	3,730,693.00
CFP Funds Listed for 5 Year Planning		8,220,514	8,220,514	8,220,514	8,220,514
Replacement Housing Factor Funds		473,952.00	473,952.00	473,952.00	473,952.00

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages—Work Activities

Activities for Year 1	Activities for Year : <u>2</u> ____ FFY Grant: 2005 PHA FY:			Activities for Year: <u>3</u> ____ FFY Grant: 2006 PHA FY:		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See	TN 1-5 Dixie Homes	Unit Modernization Repairs	500,000.00	TN 1-5 Dixie Homes	Unit Modernization Repairs	1,130,796.00
Statement	TN 1-8 Cleaborn	Unit Modernization & Repairs	500,000.00	TN 1-8 Cleaborn	Unit Modernization & Repairs	855,795.00
	AW	Operating Subsidy	1,644,102.00	AW	Operating Subsidy	1,644,102.00
	AW	Staff Training	50,000.00	AW	Staff Training	50,000.00
	AW	Resident Training	50,000.00	AW	Resident Training	50,000.00
	AW	Computer Hardware	0.00	AW	Computer Hardware	25,000.00
	AW	Security Salaries	950,000.00	AW	Security Salaries	0.00
	AW	Security Uniforms	5,000.00	AW	Security Uniforms	5,000.00
	AW	Administration	792,051.00	AW	Administration	792,051.00
	AW	A&E Fees	266,591.00	AW	A&E Fees	500,000.00
	AW	Information Tech Enhancement	600,000.00	AW	Information Tech Enhancement	0.00
	AW	CI Sundry Expenses	30,000.00	AW	CI Sundry Expenses	30,000.00
	AW	Computer Software	0.00	AW	Computer Software	25,000.00
	AW	Relocation	100,000.00	AW	Relocation	400,000.00
	AW	Real Estate Appraisals	20,000.00	AW	Real Estate Appraisals	0.00
	AW	Debt Service (incl. RHF)	3,186,722.00	AW	Debt Service (incl. RHF)	3,186,722.00
	Total CFP/RHF Estimated Cost		\$ 8,694,466.00			\$ 8,694,466.00

**Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages—Work Activities**

Activities for Year :__4__ FFY Grant: 2007 PHA FY:			Activities for Year: _5_ FFY Grant: 2008 PHA FY:		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
TN 1-14 Venson Center	Unit Modernization &Repairs	1,166,591.00	TN 1-14 Venson Center	Unit Modernization &Repairs	3,730,693.00
AW	Operating Subsidy	1,644,102.00	AW	Operating Subsidy	0.00
AW	Staff Training	50,000.00	AW	Staff Training	50,000.00
AW	Resident Training	50,000.00	AW	Resident Training	50,000.00
AW	Computer Hardware	0.00	AW	Computer Hardware	25,000.00
AW	Security Salaries	950,000.00	AW	Security Salaries	0.00
AW	Security Uniforms	5,000.00	AW	Security Uniforms	5,000.00
AW	Administration	792,051.00	AW	Administration	792,051.00
AW	A&E Fees	500,000.00	AW	A&E Fees	500,000.00
AW	CI Sundry Expenses	30,000.00	AW	CI Sundry Expenses	30,000.00
AW	Computer Software	0.00	AW	Computer Software	25,000.00
AW	Relocation	300,000.00	AW	Relocation	300,000.00
AW	Real Estate Appraisals	20,000.00	AW	Real Estate Appraisals	0.00
AW	Debt Service (incl. RHF)	3,186,722.00	AW	Debt Service (incl. RHF)	3,186,722.00
Total CFP/RHF Estimated Cost		\$ 8,694,466.00			\$ 8,694,466.00

Memphis Housing Authority
Pet Policy

Purpose: The purpose of the pet policy of Memphis Housing Authority is to ensure that those residents who desire pets are responsible pet owners and that those residents who do not desire pets are not inconvenienced by pets on the premises. It also is intended to ensure that pets on premises are properly cared for. Further goals of this policy are to ensure a decent, safe and sanitary living environment for existing and prospective tenants and to protect and preserve the physical condition of the premises and financial interest of the Authority. Pets may not leave the owner's apartment except where noted. Such pets will not be allowed to roam either in the Authority's building or on the grounds.

Owning a pet within the Authority's properties is a privilege that must not be abused.

I. Implementation and Grand-Fathering of Pets

All pets currently owned by the senior citizen/handicapped resident of the Authority in accordance with P.L. 1990, C. 55 and 24 CFR 924 and who have been issued pet permits by the Authority already are hereby grand fathered and will be issued a new pet permit provided that the owners meet the requirements of the pet permit as described below. (See Schedule B. Pet Permit)

II. Security Deposit Pet Permit

A security deposit equal to the amount of three hundred (\$300.00) dollars for a dog or cat or other domesticated animals approved by the Executive Director or his designee, plus the utility allowance for the unit, if applicable, will be paid to the Authority at the time the pet permit is issued. The deposit amount for the birdcage or fish tank is fifty (\$50.00) (limit of two (2) twenty (20) gallon tanks per household).

If a payment arrangement is needed, the resident must notify the Authority prior to the issuance of the pet permit. These payment arrangements may not exceed a six (6) month period for dogs and cats and other domesticated animals approved by the Executive Director or his designee and a two (2) month period for birds and fish. The security deposit will not be used for damages caused by the pet during your tenancy. The security deposit will be used for any damages noted during the tenant's vacate inspection.

The Authority will refund any unused portion of the pet deposit to the tenant within thirty (30) days after the resident vacates from the apartment. The pet deposit is not part of the rent payable by the tenant and will be held in an interest bearing account, with the interest payable to the resident. This interest will not be used in the resident's rent calculation. The Authority will notify the resident of the institution where the security deposit is being held and the corresponding account number.

Please note that if the resident removes permanently the registered pet from the unit or the pet dies, the pet deposit will not be refunded until the entire household vacates the unit. Also, any subsequent pet must meet the conditions of this policy. Therefore, a new pet permit application must be filed with the Authority prior to the pet's residency within your unit. In this case only, the security deposit will be waived.

III. Damages

Pet owners are responsible for paying the total cost of repairing any damages caused by a pet to any property owned by the Authority whether the damages are within the apartment or outside on the grounds, including any part of the building itself. This includes shrubbery, walls, windows, rugs etc. The Executive Director or his designee will assess reasonable costs for damages.

Management at full repair/replacement cost at the time of discovery of damage, as determined by an inspection, shall correct damages caused by a pet. Residents will be billed for the full repair cost at time of repair. Pet blankets, clothing, bedding, etc. are not to be cleaned or washed in the laundry room for hygienic reasons. Tenants will not alter their unit or outside areas to create an enclosure for the animal. Nor will the tenant chain or tie the pet to any furniture or appliance.

VISITORS/GUESTS MAY NOT BRING THEIR PETS ONTO AUTHORITY PROPERTY AT ANY TIME FOR ANY REASON.

IV. Development/Site Compliance

All development and scattered site neighborhoods will abide by all provisions in the Pet Policy. Prior to bringing the pet into a tenant's residence, an application must be filed at the Authority's administrative office located at 700 Adams Avenue, Memphis,

Tennessee 38103. If the pet owner is a household member age eighteen (18) years or older, both the head of household and the adult owner must sign the application for the pet permit. Both individuals will be held accountable for the provisions of this policy. In the event that the pet owner is a minor (under the age of eighteen (18), the head of household will be the only signatory.

V. Definition of Pet

Pets are defined as:

- A. Domesticated dogs, not to exceed twenty-five (25) pounds in weight, fully grown, and meeting the other requirements of this policy.**
- B. Domesticated cats, not exceeding fifteen (15) pounds in weight, fully grown, and meeting the other requirements of this policy.**
- C. Fish in an approved tank, not exceeding twenty (20) gallons of water (limit of two (2) twenty (20) gallon tanks per household).**
- D. Domesticated, caged small birds such as parakeets or canaries.**
- E. The Executive Director or his designee on a case-by-case basis will review other domesticated animals.**
- F. Reptiles, insects, non-domesticated rodents, farm animals and birds of prey are not permitted.**
- G. Residents are expressly prohibited from feeding or harboring stray animals.**

VI. Pet Application Registration

The Authority must photograph all pets. In regard to fish, an Authority representative will photograph an empty tank in your home prior to the issuance of a pet permit. This is to ensure that the permitted size will be utilized. Once the pet permit is issued, an Authority representative will photograph the tank in its habituated state. Dogs and cats will be weighed at the Authority or at a place designated by the Authority. A pet permit will only be issued once the following conditions of the policy have been met.

- A. The resident (pet owner) must be listed on the most recent lease agreement with the Authority. The household cannot be in arrears in rent.**
- B. The resident must file a Certificate of Municipal Registration of the pet in accordance with local ordinance Chapt3er IX, Section 9-2, and Chapter IX A, Section 9-AZ, for cats and dogs. The Executive Director or his designee on a case-by-case basis will approve other domesticated animals only.**
- C. The resident must sign a statement that he/she will assume all personal financial responsibility for damage to any personal or Authority property caused by the pet and will assume personal responsibility and liability for personal injury to any part caused by said pet.**
- D. The resident must submit the name, address and telephone number of the attending veterinarian to the Authority either annually or whenever there is a change of veterinarian.**
- E. The resident must certify and agree to the terms and conditions of the management of said pet and acknowledges that the pet permit can be revoked after two (2) warning notices for failure to follow the pet management rules. Upon revocation of this permit, the resident must remove permanently the pet from the premises within seven (7) calendar days from the date of notice. Failure to do so may result in termination of the apartment dwelling lease.**
- F. No more than one (1) animal shall be permitted per unit with the exception of fish/turtles.**
- G. All pet permits are valid for a maximum of one (1) year only. The permit must be renewed at Annual Recertification. Failure to renew the pet permit at Annual Recertification will result in the automatic revocation of the pet permit. All of the conditions of this policy must be met prior to the issuance of a new permit. Residents must file evidence, in the form of an acceptable certificate from the veterinarian, establishing that the pet is in good health and that the animal has had the proper current medical shots. For cats and dogs, the inoculation must include, but not limited to, distemper and rabies. Other inoculations may be required, as recommended by the**

veterinarian, or that is required by state or local law, ordinance or regulation. The resident must also ensure for proper grooming, exercise and nutrition of the pet.

VII. Pet Management Plan

- A. Neutering:** Neutering of dogs and cats is recommended. If the resident chooses not to have the pet neutered and the pet is disruptive (howling, odors, spraying, chirping etc.), it may be removed from the premises pursuant to the section entitled, "Revocation of Pet Permit".
- B. Pet Offspring:** No pet, already pregnant, may be introduced into any unit. No pet's offspring will be allowed. Residents are advised that pets that become pregnant while residing in Authority properties are often pets that have been allowed to roam, escaping the attention of their owner. Such pets and free roaming pets may be removed from the premises pursuant to the section entitled, "Revocation of Pet Permit".
- C. Pet Behavior:** If, in the opinion of the Executive Director or his designee, and after two (2) written warnings to the residents, a pet continues to be obstreperous, noisy and a nuisance to neighbors, the pet may be removed from the premises pursuant to the section entitled, "Revocation of Pet Policy".
- D. Birdcages and fish tanks** must be cleaned frequently during the week.
- E. Dogs** may pass through the halls, elevators and public spaces for the purpose of being walked, veterinarian visits and going on vacation. The dog must be leashed and must wear proper identification and rabies tag when in transit and muzzled, if required. The leash must be no more than six (6) feet long. Retractable leashes are prohibited inside the building or any Authority premises. Dogs are not permitted to roam at will nor are they allowed to be left alone outside of the unit or secured to any outside fixtures. Pets are not allowed to defecate or urinate on Authority property. Resident owner must comply with the City of Memphis's regulations on pet defecation.

If a dog defecates on Authority property, the resident owner is responsible for removing and properly disposing of said waste. If this is not done, this may be ground for removal of the pet from the premises pursuant to this section entitled, "Revocation of Pet Permit". If the dog urinates on the grass,

shrubs, trees or flowers on Authority grounds, the resident owner will be responsible for any and all replacement cost of damage incurred. The pet will be removed after two (2) warnings pursuant to the section entitled. "Revocation of Pet Permit".

- F. **Cats:** Cats will not be permitted outside of a resident's apartment unless they are either caged or in a carry box when in transit. They may not roam at will. Cats may pass through halls, elevators or public spaces only for the purpose of going to the veterinarian or going on vacation. Cats must use litter pans and may not use the grounds to defecate.

Commercial cat litter (not sand, newspaper or dirt) must be used in a litter pan. Pan must be cleaned daily and kept odor free. Litter must be disposed of in double tied plastic bags. These bags must be taken to the first floor chute of a high-rise building for disposal and the development dumpster for a low rise development.

Pet waste must be discarded immediately and not stored in the unit. Litter must not be flushed down the toilets, sinks or bathtubs. The head of household will be responsible for the cost of repairs or replacements of any damaged toilets or pipes and these actions can result in the revocation of the pet permit.

- G. The resident agrees to manage the pet in such a way that it does not contribute to complaints from other tenants regarding behavior and activities of said pet.
- H. **Absence of Owner:** No pet may be unattended for more than twenty-four (24) hours, except in the case of a dog, which shall be for no more than twelve (12) hours. If a resident owner wants to go on vacation or becomes ill, arrangements must be made in advance for proper care of the pet. If the Executive Director, or his designee, finds the pet not properly cared for, the pet will be immediately removed from the unit after twenty-four (24) hours and remanded to the pound, kennel or other appropriate authorities. The head of household will be solely responsible to pay for any and all costs for the care of the pet in a pet care facility.

In the event of an emergency, which would render the resident unable to care for the pet, the resident agrees to file a Pet Emergency Care Plan with the Authority and agrees to hold

the Authority and its employees harmless of any liability in connection with the Pet Emergency Care Plan.

- I. Whenever Authority employees or its representatives are in the unit, whether it is for a tenant initiated work order, an emergency situation or for an inspection, the dog must be restrained in an area separated and apart from these individuals. Maintenance work will not be done in the apartment when the tenant is not present and there is a dog in the unit.
- J. In the event that there are fleas in the apartment, the tenant agrees to pay for the defleaing of the unit, by the Authority's professional exterminator.

VIII. Inspection of Apartment

Apartment containing pets must be kept clean and free of odors at all times. The resident agrees, as a condition of accepting the pet permit that the resident's apartment will be available for inspection for compliance of pet policy at any time during working hours with thirty (30) minutes notice. Pet owners also agree to pictures being taken of the pet and living conditions during these inspections.

IX. Revocation of Pet Permit

1. A pet may be removed from the premises pursuant to state or local laws, ordinance or regulations, or pursuant to the Authority's grievance hearing procedure. The Authority reserves the right to choose the most expeditious remedy process of procedure available according to the circumstances or urgency of the case.
2. In the event that state or local laws, ordinances or regulations differ or conflict with the provisions or requirements of the Authority grievance procedure in any way, the Executive Director, or his designee, may pursue the most expeditious remedy or procedure, to the exclusion of the Authority grievance procedure as permitted by law and 24 Code of Federal Regulations Part 942.
3. Nothing contained herein will prohibit the Authority or an appropriate community authority from requiring the removal of any pet from a premises if the pet's conduct or condition is duly determined to constitute, under the provision of state or

local law, a nuisance or a threat to the health or safety of other occupants of the Authority premises or other persons in the community where the project is located. This includes, but not limited to, situation in which immediate action is needed for removal of any pet from the premises pursuant to state or local laws. Ordinances or regulations to preserve the health, safety or welfare of the pet, or the health, safety, welfare, or right to peaceful enjoyment of the premises of any person.

4. Tenants are advised that pets may, among other things, be seized, impounded and disposed of for a variety of state and local animal violations including, but not limited to: stray pets, pets creating a threat to public health, safety or welfare, injury caused by pets and cruelty to pets.
5. In cases in which state or local remedies, processes or procedures are not utilized initially for removal of the pet, any decisions made by the Executive Director that a pet must be removed from the premises shall be presented in writing to the owner, in which case the owner may request a grievance hearing pursuant to the Authority's grievance procedure.
6. The Authority may revoke a tenant's pet permit and require the tenant to remove the pet from the premises when the Authority determines that any of the following exist:
 - a. The tenant's refusal to comply with these rules and regulations governing domesticated animals, constitutes a violation of federal, state or local building health or use code;
 - b. The tenant fails to care properly for the pet;
 - c. The tenant fails to properly control the pet by using a leash, if appropriate, or other necessary safety device, when walking or taking the pet to and from the dwelling unit;
 - d. The pet has caused damage to the apartment, common areas, personal property or persons;
 - e. The pet has bitten, scratched or caused injury to any persons;

- f. The pet makes animal sounds that are generally annoying to tenants and management, for example, loud barking dogs or loud meowing cats;
- g. The pet repeatedly defecates or urinates in the apartment, common area or grounds;
- h. Upon expiration of municipal animal license;
- i. Upon death of the pet; or
- j. Documented medical conditions of tenants affected by the presence of an animal in their unit.

X. Death of Pet

The pet owner is responsible for arranging for disposal of any pet. The remains of the pet must be removed from the Authority's property within twenty-four (24) hours of the pet's demise. In addition, documentation from the veterinarian or the agency disposing of the pet's remains must be submitted to the Authority within ten (10) days of the pet's demise.

XI. Vacating Resident Owner

The pet owner must pay the full fees for professional rug shampooing, if applicable, deodorizing and/or defleaing of the apartment if, in the judgment of the Executive Director, or his designee, it is necessary before a new tenant can take possession of the apartment and such fees are in excess of the security deposit.

XII. Incorporation into Lease

This pet policy is incorporated by reference into the lease of each Authority tenant. The tenant agrees to this as evidenced by his/her signature on Schedule A.

XIII. Grievance Hearing

In the event an applicant for a pet permit is denied the permit, the tenant may request an informal grievance hearing.

Schedule A

Date

I, _____,
Name of Tenant

Residing at _____,
Address (include Apt. #)

Memphis, TN. Have received a copy of the Pet Policy on

_____. This policy was explained to me, by
Date

**Memphis Housing Authority (the "Authority") representative named
below. At this time, I was given an opportunity to ask questions
about the Pet Policy.**

Tenant Name (print)

Tenant Name (signature)

**Housing Authority Representative
(print)**

**Housing Authority
Representative (signature)**

By: _____
Development Manager

Schedule B

MEMPHIS HOUSING AUTHORITY

PET PERMIT

1. Parties and Dwelling Unit:

The parties referenced in this permit are the Memphis Housing Authority (the "Authority") and _____ (referred to as the "Resident" or the "Tenant"). The Authority leases to the Resident unit number _____, located at _____, Memphis, TN.

2. Length of Time (Term):

The term of this permit shall begin on _____ and end pursuant to the Pet Policy.

3. Pet Security Deposit:

The Resident has deposited \$_____ with the Authority. The Authority will hold the pet security for the period Tenant occupies the unit. After the Tenant has moved from the unit, the Authority will determine whether the Tenant is eligible for a refund of any or all of the pet security deposit, and make such a refund within thirty (thirty) days. The pet security deposit will be held at Tri State Bank in Memphis, TN.

4. The Resident agrees to file a copy of any Municipal Registration or license with the Authority annually and to keep same current.

5. The Resident agrees to keep the pet inoculated for rabies and distemper, and to file proof annually, that such inoculations or vaccinations are current.

6. The Resident agrees to assume all personal financial responsibility for damages to any personal or project property caused by the pet and assumes personal responsibility for injury to any party, caused by the pet.

7. The Resident hereby certifies and agrees to the general terms and conditions of the management of this pet by the Resident and understands and acknowledges that the pet can be revoked for failure to follow and abide by the Pet Policy.

8. The Resident has read and understands the Pet Policy and agrees that the Pet Policy will amend the lease accordingly.

9. The Resident agrees and understands that the Pet Policy is part of the Lease and this permit.

10. The Resident agrees to file a Pet Emergency Care Plan with the Authority and agrees to hold the Authority and employees harmless of any liability in connection with the Pet Emergency Care Plan.
11. The Resident agrees to pay for any and all costs for the care of the pet care facility, if it becomes necessary, in the event of an emergency.
12. The Resident agrees to any reasonable changes in the Pet Management Rules that may occur in the future.
13. The Resident agrees to make the apartment available for inspection, during normal working hours, upon thirty (30) minutes notice.
14. The Resident agrees to dispose of pet waste and kitty litter by placing said bags in the trash chutes, daily, which are located on the first floor of the High-rises buildings and in the garbage dumpsters provided by the Authority in the low rise development.
15. Failure to Comply with Pet Policy. The Tenant agrees to comply with the rules of the Authority's Pet Policy. Any violation of the rules of the Authority Pet Policy may be grounds for removal of the pet or termination of the pet owner's tenancy, or both, in accordance with the provisions of 24 CFR part 942, governing pet ownership in public housing, 24 CFR part 966, governing lease and grievance procedures, Tennessee State Law and local law.

As a condition of my application for the Pet permit on _____, I _____, understand and agree to the terms and conditions of the Pet Policy.

Resident (Head of Household)

Date:

Resident (age 18 years older or older)

Date

Description of Pet: _____

Memphis Housing Authority

By: _____
Manager

COMMUNITY SERVICE/SELF SUFFICIENCY POLICY

A. Background

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt (see definitions) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes or other activities that help an individual toward self sufficiency and economic independence. This is a requirement of the Public Housing Lease.

B. Definitions

Community Service - volunteer work, which includes, but is not limited to:

- Work at a local school, hospital, recreation center, senior center or childcare center
- Work with youth or senior organizations
- Work at the Authority to help improve physical conditions
- Work at the Authority to help with children's programs
- Work at the Authority to help with senior programs
- Helping neighborhood groups with, special projects
- Working through resident organization to help other residents with problems
- Caring for the children of other residents so they may volunteer

NOTE: **Political activity is excluded.**

Self Sufficiency Activities - activities that include, but are not limited to;

- Job training programs
- GED classes
- Substance abuse or mental health counseling
- English proficiency or literacy (reading) classes
- Budgeting and credit counseling
- Any kind of class that helps a person toward economic independence
- Full time student status at any school, college or vocational school

Exempt Adult - an adult member of the family who

- Is 62 years of age or older
- Has a disability that prevents him/her from being gainfully employed
- Is the caretaker of a disabled person
- Is working at least 20 hours per week
- Is participating in a welfare to work program
- Is receiving assistance from TANF and is in compliance with job training and work activities requirements of the program.
- Is a full time student

C. Requirements of the Program

1. The eight (8) hours per month may be either volunteer work or self-sufficiency program activity or a combination of the two.
2. At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances

- warrant special consideration. The Authority will make the determination of whether to allow or disallow a deviation from the schedule.
3. Activities must be performed within the community and not outside the jurisdictional area of the Authority.
 4. Family obligations
 - At lease execution or re-examination after February 1, 2000, all adult members (18 or older) of a public housing resident family must
 1. provide documentation that they are exempt from Community Service requirement if they qualify for an exemption, and
 2. sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service requirement will result in no renewal of their lease,
 - At each annual re-examination, non-exempt family members must present a completed documentation form (to be provided by the Authority) of activities performed over the previous twelve (12) months. This form will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed.
 - If a family member is found to be noncompliant at re-examination, he/she and the Head of Household will sign an agreement with the Authority to make up the deficient hours over the next twelve (12) month period.
 5. Change in exempt status:
 - If, during the twelve (12) month period, a non exempt person becomes exempt, it is his/her responsibility to report this to the Authority and provide documentation of such.
 - If, during the twelve (12) month period, an exempt person becomes non-exempt, it is his/her responsibility to report this to the Authority. The Authority will provide the person with the Recording/Certification documentation form and a list of agencies in the community that provide volunteer and/or training opportunities.

D. Authority obligations

1. To the greatest extent possible and practicable, the Authority will
 - provide names and contacts at agencies that can provide opportunities for residents, including disabled, to fulfill their Community Service obligations. (*According to the Quality Housing and Work Responsibility Act, a disabled person who is otherwise able to be gainfully employed is not necessarily exempt from the Community Service requirement*)
 - provide in-house opportunities for volunteer work or self-sufficiency programs.
2. The Authority will provide the family with exemption verification forms and Recording/Certification documentation forms and a copy of this policy at initial application and at lease execution
3. The Authority will make the final determination as to whether or not a family member is exempt from the Community Service requirement. Residents may use the Authority's Grievance Procedure if they disagree with the Authority's determination.
4. Noncompliance of family member
 - At least thirty (30) days prior to annual re-examination and/or lease expiration, the Authority will begin reviewing the exempt or non-exempt status and compliance of family members.
 - If the Authority finds a family member to be noncompliant, the Authority will enter into an agreement with the noncompliant member and the Head of Household

to make up the deficient hours over the next twelve (12) month period.

- If, at the next annual re-examination, the family member still is not compliant, the lease will not be renewed and the entire family will have to vacate, unless the noncompliant member agrees to move out of the unit.
- The family may use the Authority's Grievance Procedure to protest the lease termination.

Appendix 1 Community Service Exemption Certification

I certify that I am eligible for an exemption from the Community Service requirement for the following reason:

- I am 62 or older
- I have a disability, which prevents me from working
(Certification of Disability Form -will serve as documentation)
- I am working
(Employment Verification form will serve as documentation)
- I am participating in a Welfare to Work Program *(Must provide verification letter from agency)*
- I am receiving TANF and am participating in a required economic self sufficiency program or work activity
(Must provide verification from the funding agency that you are complying with job training or -work requirements)
- I am a full time student
(Must provide verification letter from school attended)

Resident

Date

Community Service Compliance Certification

I/We have received a copy of, have read and understand the contents of the Authority's Community Service/Self Sufficiency Policy,

I/We understand that this is a requirement of the Quality Housing and Work Responsibility Act of 1998 and that if we do not comply with this requirement, our lease will not be renewed.

Resident _____ Date _____

Resident _____ Date _____

Resident _____ Date _____

Record and Certification of Community Service and Self Sufficiency Activities

Resident Name: _____ Address _____ SSN# _____

Date of Activity: Mo/Day/Yr	Type of Service Activity	Type of Training Program	Type of Educational Program	#of Hours	Name of Company or Organization	Signature of Supervising Official
			Total Hours should equal 96			

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MEMPHIS HOUSING AUTHORITY
PUBLIC HEARING
FEBRUARY 24, 2004

ALPHA REPORTING CORPORATION
Kathi Davis, Court Reporter
100 North Main, The Lobby
Memphis, Tennessee 38103
901.523.8974

1 ANNUAL MEETING

2 (2:00 P.M.)

3 MR. LIPSCOMB: Are we ready? How's
4 everybody doing?

5 ATTENDEES: Great.

6 MR. LIPSCOMB: How's everybody doing?

7 ATTENDEES: Great, thank you.

8 MR. LIPSCOMB: How's everybody doing?

9 ATTENDEES: Great, wonderful, beautiful.

10 MR. LIPSCOMB: This side is doing great,
11 this side ain't doing too good over here. How's
12 everybody doing?

13 ATTENDEES: Great.

14 MR. LIPSCOMB: That's good. And the next
15 time, can I have more integration? It's not going to
16 work with them if all of us are one side. I'm going
17 to let it go for this meeting, but we need to be all
18 one, together. So I don't want to see this side
19 versus this side or even look like it's this side
20 versus this side. It's all one. That's exactly
21 right.

22 Having said that, I want to welcome
23 everybody here. This is our Annual Public Housing
24 Plan and Five Year Plan. You've been here before so

1 it's not going to be new and this is something
2 required to do by HUD, so let's don't make it too
3 formal, it's really informal.

4 What I'd like to do is introduce
5 ourselves beginning to my right. You'll be first.

6 MS. MAYS: Good afternoon. Sandra Mays,
7 Communication.

8 MS. PARTEE: Jacqueline Partee, Human
9 Services.

10 MS. WATSON: Maria Watson, of Section 8.

11 MS. JEFFERIES: Louise Jefferies, Graves
12 Manor and Present Association President.

13 MS. HARRIS: Delores Harris, President
14 of -- also a Secretary of City Wide Leasing Company.

15 MS. PARTEE: I don't mean to interrupt,
16 but we have a recorder so you need to speak a little
17 slower and a little clearer because she's having to
18 record everything.

19 COURT REPORTER: Thank you.

20 MS. ROBINSON: Theresa Robinson, Resident
21 Association President.

22 MS. HARRIS: Delores Harris.

23 MS. GIBSON: Vearlene Gibson.

24 MS. SMITH: Evette Carolyn Smith.

1 MR. MCELROY: Rowland McElroy, CFO.

2 MR. PERRY: Greg Perry, Staff Attorney.

3 MR. TERRY: Howard Terry, Security.

4 MS. ALDRIDGE: Vicky Aldridge.

5 MS. PHILLIPS: Uretha Phillips.

6 MR. KURTZ: My name is Bob Kurtz, from
7 the Capital Service Department.

8 MS. STOKES: Gia Stokes, Accounting.

9 MR. RAIL: Rudy Rail, Asset and
10 Management.

11 MR. TAYLOR: Prentis Taylor, Asset and
12 Management.

13 MS. HUNT: Minnie Hunt, Horn Lake Drive.

14 MR. BOSTACY: Bobby Bostacy.

15 MS. STEPTER: Grace Stefler.

16 MS. JACKSON: Theola Jackson, Human
17 Resources.

18 MS. CARVEL-SMITH: Edith Campbell,
19 Administrator and Assistant Chief Financial Officer.

20 MR. MARSHALL: Rudy Marshall.

21 MS. SPENCE: Carol Spence, Assistant to
22 the General Counsel.

23 MR. LIPSCOMB: All right. I thank
24 everybody for being here.

1 UNIDENTIFIED SPEAKER: I'd just ask that
2 everyone please speak their name before they speak so
3 that we can -- for the court reporter. Also, there is
4 a sign-in sheet going around and I'd ask everyone to
5 make sure they sign in. And if you need a copy of the
6 Annual Plan at the end, it's here.

7 MR. LIPSCOMB: All right. Robert
8 Lipscomb. I guess I'll cover a couple of things.
9 We're going to have Labor Relations and I think July
10 the 15th, we'll start the process of advertising,
11 marketing on April 15th which gives us three months of
12 awareness. We decided to hold the elections only
13 after we've relocated every site. I think that Gates
14 Manor was the last relocation site and the reason we
15 did that was very specific because we didn't want to
16 get into a lot of issues of who, what, where, when and
17 how. But we want to make sure all the sites are
18 relocated before we started the election process.

19 So we'll give everybody a chance because
20 there are people who are moving place to place and
21 it's hard to decide stability. So we wanted to make
22 sure that everybody had a -- was placed before we had
23 an election.

24 Does that make sense to everybody?

1 Having said that, I want to be clear again because
2 we've heard over and over again about why we had the
3 elections, why we had the elections. And the reason
4 we haven't had the election is because we're still in
5 the process of moving people around. And so we had
6 our last relocation at Gates and so now we're ready to
7 proceed with the elections.

8 And we'll have a three-month period
9 between the announcement and the election, so April
10 15th is the start and 7-15 is election day. Is that
11 clear for everybody? We will not have elections on
12 those Hope VI sites or on the new sites coming back
13 because they will not be all public housing sites.

14 We're going to try to integrate those
15 sites into, what?

16 ATTENDEES: A larger --

17 MR. LIPSCOMB: So all those sites, like
18 Cypresswood, we're hoping that none of those sites
19 will be more than, what? Fifty percent public
20 housing. I think we all have been talking about that
21 and there's a reason for that because we don't want
22 our sites to be what? Stigmatized. We want them all
23 to be what?

24 ATTENDEES: Integrated.

1 MR. LIPSCOMB: And then those three will
2 be part of what? A large community. So I have no
3 problem with those sites being called a what? A
4 neighborhood association. So if you got -- let's take
5 for example, Cypresswood and Horn Lake Heights. You
6 have neighborhoods, you have neighborhood groups in
7 those areas. I have no problems with Cypresswood or
8 Horn Lake being a what? A neighborhood association
9 that's part of what? The neighborhood association.

10 But the reason those resident
11 associations were formed in the first place is because
12 what? Residents were complaining. In a lot of cases,
13 they had to band together because what? Poor
14 maintenance, poor facilities. These places will have
15 better facilities than what? Than the surrounding
16 neighborhood. Won't they?

17 ATTENDEES: Yeah.

18 MR. LIPSCOMB: They'll have much better
19 facilities than anything in the whole neighborhood, so
20 is there a reason for resisting it or what? A
21 resident association is negated. Right? And what
22 we're working -- we're going to integrate our
23 community to what? Into a larger unit and not isolate
24 those communities anymore, so I have -- I don't have

1 any problems Horn Lake or Cypresswood having a what?

2 A neighborhood association but not a what?

3 ATTENDEES: A residents' association.

4 MR. LIPSCOMB: That's to associate with
5 what? We're trying to integrate the kids and the
6 people into the neighborhood. So it would be great to
7 have what? A neighborhood association. Is that clear
8 for everybody? Anybody in debate about that? Any
9 concerns?

10 UNIDENTIFIED SPEAKER: Would there be a
11 President for that neighborhood?

12 MR. LIPSCOMB: Sure.

13 UNIDENTIFIED SPEAKER: Can we
14 determine --

15 MR. LIPSCOMB: Sure. That's fine. Okay.
16 And what we also want to do is get Graham Whitehammer
17 (phoenetic) in to set up our neighborhoods and
18 involved with us because it's now a what? A
19 neighborhood association. Is that clear for
20 everybody? Any argument about that? Because I don't
21 think you want to isolate any public housing anymore.
22 You want ~~ you're going to be what? Integrated to
23 the fabric of the community. All right.

24 UNIDENTIFIED SPEAKER: I have a question.

1 MR. LIPSCOMB: Okay.

2 UNIDENTIFIED SPEAKER: In terms of
3 village, the (inaudible) started with the --

4 COURT REPORTER: I cannot hear her.

5 MS. GIBSON: Vearlene Gibson. I just
6 stated that with this Hurt Village, we just delving
7 into uptown. We are in the process of working with
8 other organizations in their communities to figure out
9 a way for all of those, like, community organizations
10 to inculturate (as stated) their public housing.
11 We're in the process, just starting now. These were
12 other organizations, it will be to blend in and form a
13 community organization.

14 MR. LIPSCOMB: You have several out there
15 already. You have -- what, Freddie Moore? What was
16 that called?

17 UNIDENTIFIED SPEAKER: Uptown Alliance.

18 MR. LIPSCOMB: Uptown Alliance. You have
19 a lot of alliances already there, so I have no problem
20 with us going back to what we call a rebooting because
21 we have -- working with Uptown Alliance, working
22 inside the neighborhood to create a what? A
23 neighborhood, not a resident association, a
24 neighborhood association. Everybody okay with that?

1 So we want to fully integrate public housing with
2 what? With the surrounding community. Is that fair
3 enough?

4 UNIDENTIFIED SPEAKER: I hope you-all can
5 hear me. Do you want a neighborhood association or a
6 community?

7 MR. LIPSCOMB: It doesn't matter.
8 Whatever you-all -- you know, whatever you decide. I
9 don't want Bob Lipscomb to say, you do why whatever
10 you-all want.

11 UNIDENTIFIED SPEAKER: I asked that
12 question because I had already got --

13 MR. LIPSCOMB: That's fine. As long as
14 it's integrated into what? Uptown.

15 UNIDENTIFIED SPEAKER: Right.

16 MR. LIPSCOMB: Integrated into what?
17 That's what you want. All right. Is that fair enough
18 for everybody? Any problem with that? Any concerns?
19 Issues? Let's get out in the open and we can discuss
20 it.

21 UNIDENTIFIED SPEAKER: What if you're the
22 only neighborhood association in your surrounding area
23 besides public housing?

24 MR. LIPSCOMB: It's -- now, you've got --

1 let's take yours for example. Okay. You've got St.
2 Patrick's neighborhood.

3 UNIDENTIFIED SPEAKER: Okay.

4 MR. LIPSCOMB: You got St. Pat's, you've
5 got -- what's the other one? You've got several in
6 your neighborhood. They're just not active in some
7 cases.

8 UNIDENTIFIED SPEAKER: Well, what the
9 problem is, is the location of the property. Anything
10 east of Fourth Street is not in either one of those
11 boundaries of either one of the --

12 MR. LIPSCOMB: We can change that.

13 UNIDENTIFIED SPEAKER: I've already
14 checked that. I've already reached my hand out.
15 Beale Street, our neighborhood association or
16 residents or merchants association, St. Pat's,
17 anything -- well, we're not included in St. Pat's.
18 They take care of Foote Homes and they didn't include
19 Foote Homes, but right there on that particular
20 corner, we're not included.

21 MR. LIPSCOMB: We can change that. We
22 can change St. Pat's boundary.

23 UNIDENTIFIED SPEAKER: Okay.

24 MR. LIPSCOMB: Because they get funding

1 from us on the ADC side.

2 UNIDENTIFIED SPEAKER: Okay.

3 MR. LIPSCOMB: So if it's just a matter
4 of broadening the neighborhood. That's not a problem.

5 UNIDENTIFIED SPEAKER: Okay.

6 MR. LIPSCOMB: Because, I guess, to my
7 mind, I've always seen public housing as not -- it's
8 not any more isolated. You'd be what? We need to go
9 to St. Pat's.

10 UNIDENTIFIED SPEAKER: We've reached out.
11 We've reached out to all of the community. They just
12 told us that we were not included.

13 MR. LIPSCOMB: I would think they would
14 want you.

15 UNIDENTIFIED SPEAKER: Well, you know, I
16 do too.

17 MR. LIPSCOMB: Well, we'll -- Ms. Mays,
18 Lady Mays, could you arrange that meeting for us?

19 MS. MAYS: Yes.

20 MR. LIPSCOMB: Do you have any other
21 problem. Father Williams is over the church and I
22 think if we can (inaudible). I think we can pull this
23 thing together. Okay. All right. Any more questions
24 about the resident elections, about the process and

1 how we go forward? Any concerns? Speak now or
2 forever hold your peace. Well, not forever.

3 MS. MEREDITH: My name is Rosie Meredith
4 and are we going to receive criteria, criteria go out
5 before, criteria that a resident or a person must
6 have.

7 MR. LIPSCOMB: Yeah. All that -- all
8 that criteria will be handled -- all that April 15th.
9 But basically I think it's 30 days resident
10 requirements and one year for public housing. One
11 year for public housing and I think 30 days in that
12 particular month. You see again why we had to wait
13 until all these relocations happened. And so one year
14 in public housing and 30 days in that particular site.
15 Okay.

16 So you must be at least 30 days in
17 Memphis if you can't stay in that particular site.
18 And current on your rent and stuff like that, in good
19 standing. But at least one year in public housing, at
20 least 30 days in that particular site. Any questions
21 about that? Thirty days at that site.

22 So by the time our relocations are
23 completed, so if anybody has a question about that,
24 then ail that's been done. So it's completed by now.

1 And that way we're giving people plenty of time to do
2 what? Relocated at that site, if they're going to
3 campaign or whatever, they can campaign. And
4 questions about that? The one year residency rule or
5 30 day residency rule for that particular site. Any
6 questions? Any questions or concerns about that?
7 Does that sound reasonable? Because I think in some
8 states you can only -- but just be there for 30 days,
9 residence?

10 UNIDENTIFIED SPEAKER: Correct.

11 MR. LIPSCOMB: So we didn't want to be
12 too strict about it, you know, but we thought you
13 should have to stay there at least some time. Yes,
14 ma'am?

15 MS. JEFFERIES: Louise Jefferies.
16 Knowing that Graves is a -- you know that Graves is
17 the one that is leading us and the residents that
18 would be relocated probably on Third or wherever
19 they're located, are these residents -- I mean, you
20 got -- I mean, you got Nehemiah across from us and
21 you've got other houses. This would also be
22 incorporated into the neighborhood? Would they --
23 would they come and would we be able to work with
24 those people in that particular vicinity?

1 MR. LIPSCOMB: I would hope so. We're
2 not going to just leave you-all out there. What we're
3 going to do once we get everything settled down, we're
4 going to get Reverend Hammer in, going to set up the
5 neighborhoods, identify all the neighborhoods that
6 we're currently close by. Because in some cases, you
7 know, he don't know those neighborhoods, so I would
8 expect Ms. Harris to go over there and make a contact
9 with Barbara Eaton. I would expect that.

10 We got to pick out some kind of social
11 event or whatever to start effecting a relationship.
12 In Vearlene's case, she already knew Freddie Moore
13 because they were very active in that neighborhood
14 already. So she's already established a relationship
15 with Freddie and the other folks in the neighborhood,
16 Ann Morris and those folks.

17 In some areas you're going to have a
18 little bit different problem because in the case of
19 Mr. Simmon, you don't know Father Rudy, he don't know
20 any of those people. They have not been reaching out
21 to him. So it's incumbent upon us to do what? To
22 effect that relationship. So we've got to have a
23 meeting with Ms. Harris and St. Pat's and then
24 starting out to lead. And then St. Pat's knows it's

1 okay to go over there and talk to them, to start a
2 meeting.

3 Because I'd like to have meetings all the
4 time. And they've excluded what? They've excluded
5 you-all and that's the way it's been throughout the
6 history of public housing, that you have active
7 neighborhood associations, but they what? They
8 exclude you-all. Then you-all have your own little
9 meetings so everybody goes on their way. Separate
10 directions.

11 But we got to use -- we got to effect a
12 relationship.

13 MS. HUNT: Let's -- Minnie Hunt. Mr.
14 Lipscomb, that's not so at Horn Lake. We meet with
15 the South Precinct in they (as stated) community
16 meeting.

17 MR. LIPSCOMB: Right. I wasn't talking
18 about just -- I mean, not all over. I mean, some
19 neighborhoods are more closely working together than
20 others. The example I used was Verline there, but
21 there are others too. Like you work with your
22 neighborhood association. I'm not sure about
23 things -- having to deal with some of them that are
24 isolated too, but you, because of who you are, you got

1 to what? You got to reach out to other people.

2 In some cases we just what? Like Mr.
3 Rowland here, we got a lot of reaching out and to the
4 broadening. We got to establish some meaningful
5 people all right. We got to first know who the
6 neighborhood associations are and then effect some
7 what? Some kind of collaboration toward basically
8 those neighborhoods are coming around.

9 So they got to know who's working with
10 them. Because I think in the past, they didn't think
11 anyone wanted to work with them and we didn't think
12 anyone wanted to work with us. So there was no
13 communication. All right. Just like in your
14 neighborhoods, you got -- we got to get these past and
15 new ground.

16 They have not -- they have not done what
17 they need to do, but I think they're willing to.

18 (INAUDIBLE DISCUSSION)

19 COURT REPORTER: I cannot hear her at
20 all. I'm sorry.

21 UNIDENTIFIED SPEAKER: I was saying that
22 they could help out with our children through the
23 school they are going to, but they're not on
24 developing -- and Mr. Lipscomb was saying they could

1 come in and communicate and help our community as
2 well. They have not communicated.

3 MR. LIPSCOMB: We have not -- we don't
4 have any coordination like we planned. I'm going to
5 get Jackie and Ms. Mays to talk about the -- get
6 everybody start working together. Does that make
7 sense to everybody?

8 UNIDENTIFIED SPEAKER: We've been working
9 with most of the churches and the schools around the
10 community.

11 MR. LIPSCOMB: So we're clear on the --

12 UNIDENTIFIED SPEAKER: Excuse me. Maybe
13 we should move the court reporter to the middle.

14 MR. LIPSCOMB: So I'm clear on the
15 election. Any questions about the election?

16 (AT THIS TIME THE REPORTER MOVED.)

17 MR. LIPSCOMB: Anything else? Anything
18 else? I appreciate everybody being here and I'm glad
19 that we can all work together. And we have a
20 Commissioner here too and so if she has any comments.
21 Okay. Thank you.

22 MS. HUNT: I need to ask one question.

23 MR. LIPSCOMB: Go ahead.

24 MS. HUNT: Minnie Hunt. Would Section 8

1 then be allowed to be elected in this?

2 MR. LIPSCOMB: Not right now. Because
3 you're in what? You're in Section 8. There's no
4 election for Section 8 because there's no properties
5 there. As I said when you come back to your site,
6 we're going to rebuild that site, I don't know how
7 long it's going to take. Let's just take for example
8 Horn Lake Heights. How long are we talking about for
9 Horn Lake Heights?

10 MR. KURTZ: Well, we're talking about
11 2005 to 2006 for the reconstruction effort.

12 MR. LIPSCOMB: Yeah. So when you come
13 back to Horn Lake Heights, it will be what? It will
14 be like a mixed income site. So you'll be what?
15 You'll probably run for what? Community association
16 for that site. All right. But it will not be a
17 resident association. All right? So when you come
18 back to Horn Lake Heights, it won't be -- hopefully,
19 we'll have a different name for it because that's just
20 my own personal opinion that we need to have a
21 different name. Much like College Park or Memorial
22 Gardens becomes known as Cartwright.

23 So I think we ought to have a different
24 name for it. So when you come back and the residents

1 do come back under the Section 8 to Horn Lake Heights,
2 I'm hoping for a different name. It will be a mixed
3 income community. It will have no more than 40
4 percent 50 percent of what? Public housing. So
5 therefore, it becomes what? A community as opposed to
6 a public housing site. So you become, just like we
7 talked about with Verlene, a what? You'll be
8 integrated with the -- I don't know what type. What
9 neighborhood would that be considered?

10 We need to find out what neighborhood
11 that is so you would have a community association be a
12 part of that what? A larger resident association. I
13 know Goodwill Homes out there, I think Goodwill Homes,
14 they have a -- they have a -- it's called a Goodwill
15 Homes neighborhood and there are a lot of
16 neighborhoods within Goodwill Homes. So you'd be one
17 neighborhood what? Within Goodwill Homes.

18 MS. HUNT: Well, I know Whitehaven, we
19 meet at Southland Mall. I know that. I'm just
20 asking -- that's where the residents association meet,
21 at Southland Mall. So I was just asking that
22 question.

23 MR. LIPSCOMB: Well, what I'm saying,
24 there are a lot of neighborhoods in Whitehaven.

1 UNIDENTIFIED SPEAKER: Right.

2 MR. LIPSCOMB: And Horn Lake Heights
3 would be what? A neighborhood within Whitehaven. All
4 right. Is that fair enough?

5 MS. HUNT: That's fair.

6 MR. LIPSCOMB: The same with
7 Cypresswoods. You-all might want to have one what?
8 You-all might want to have one neighborhood
9 association. Might want to have a Cypresswoods
10 neighborhood and a what? Horn Lake neighborhood, you
11 might want to have what? One. And that's just -- I'm
12 not trying to say do it or not, I'm just saying you
13 might want to think about it. All right. Is that
14 fair enough?

15 Any other questions?

16 MS. HUNT: Thank you.

17 MR. McELROY: Rowland McElroy, CFO.

18 We're going to go ahead and go through the balance of
19 the annual plan. That's something we do want to do
20 before you got away. We do thank Mr. Lipscomb for his
21 participation in this meeting today. We do appreciate
22 his going over the election process.

23 There is an agenda that we've prepared.
24 The first item on the agenda is the Executive Summary

1 and again, we want to go through every item. Because
2 again, most, if not all, of the materials presented
3 today are also included in the plan so we'll just
4 touch on a couple of those items included in the
5 Executive Summary.

6 The Annual Plan, I believe, there's a
7 section in the front of the document that gives a
8 summary and kind of a progress report of the major
9 goal which the agency established back in 2000 when
10 this plan was initially put together and approved by
11 the agency and by HUD.

12 And as you see on the slide, there are
13 about 12 or 15 additional goals that were established
14 and I'll just touch on probably five or six of those.
15 The first one that deals with replace obsolete stock.
16 The agency has developed a redevelopment plan that
17 identifies all of the properties that will be either
18 renovated or demolished or disposed of. And we
19 identified the funding source that we'll use towards
20 that activity, that renovation activity and we've
21 developed activities and we've identified the general
22 time frame when that project will occur.

23 Mr. Bob Kurtzs, the manager will touch on
24 some of those projects in his presentation. Another

1 major goal is to guarantee housing for current
2 residents. Mr. Lipscomb indicated earlier today, we
3 have relocated about 15 families from 15 different
4 developments over the last three to four years.

5 In the plan it appears that we have
6 assisted about 500 families during this five-year
7 process. We've actually created a relocation
8 department to work with the residents who would be
9 impacted by the relocations and we are hopeful that
10 will lessen the negative impact on the families that
11 had to be moved from one development to another
12 development.

13 I'm going to skip down to coordinating
14 case management. And again, that's an area that Ms.
15 Jackie Partee will touch on. But we continue to work
16 with other social service providers in the community
17 to provide services to our residents. We recently
18 were awarded a \$500,000 grant that will assist us in
19 providing hope to our residents.

20 And then finally, the last goal that
21 deals with restructure, reorganization. That relates
22 to the functional consolidation of needs to do. That
23 process is underway and we're making significant
24 progress bringing the two agencies together. One of

1 the major objectives that we have on the drawing board
2 for this year is to identify a building that would be
3 large enough to house both agencies. The next slide.

4 Okay. The Annual Plan also calls for us
5 to identify the management resources that would be
6 available to the agency to carry out the programs that
7 we have planned for this year. To develop the
8 services that we use related to our clients. We're
9 anticipating about \$131 million dollars in revenue or
10 resources being available to the agency. The bulk of
11 that would come from Federal grants that we receive
12 for operating, support operating subsidies.

13 In addition, we get Federal grants for
14 Campbell projects that we undertake to maintain the
15 existing developments that we run. In addition to the
16 Federal monies, we use -- low income from our clients
17 and then we also receive other non-Federal sources of
18 money from the City of Memphis and from the State.

19 And so again, we're estimating about \$131
20 million dollars. Next slide. Okay.

21 And this relates primarily to our public
22 housing program but the policies governing the
23 eligibility selection admission to a development will
24 remain the same as they were in prior years. We're

1 not going to spend a lot of time on those policies.
2 Again, they will be consistent with the policies that
3 were in place last year. Next slide.

4 That is a little difficult to see, but
5 that's an organization chart of the current
6 (inaudible) for the agencies. It's obviously -- and
7 it's headed up by the Board of Commissioners. There's
8 a seven member board of Commissioners that that set
9 the policy for the agencies and then hires the
10 executive director to manage the day-to-day operations
11 of the agency. And then Mr. Lipscomb has several
12 members that he considers to be his executive team to
13 carry out the policies of the day-to-day operations
14 with that.

15 We have -- we've got four staff members
16 who are going to talk about information that's
17 included in the Annual Plan that is specific to their
18 area of responsibility. And we'll start with
19 Mr. William Webb in Asset Management. So I'll turn it
20 over to Mr. Webb.

21 MR. WEBB: Good afternoon. Again, my
22 name is William Webb. There's just four areas that I
23 wanted to talk about today. The initial area is the
24 new property management structure that MHA has

1 undertaken for its developments. I'm sure most of
2 you-all, if not all of you~all, are aware of the
3 restructuring that the agency has just overtaken
4 where, you know, it was around maybe 15 plus with
5 maintenance staff that had to -- well, they basically
6 lost their jobs as a result of downsizing.

7 One of the things that we decided to do
8 in order to spruce up or better the relationship
9 between the tenants and the property management staff
10 was to restructure the property management staffing.
11 We previously had HES, which is a union-based position
12 and the property management, which was a non-union
13 based position governing the property developments.
14 What we've done was to go to the property manager and
15 assistant property manager format and we're hoping
16 that this particular format would allow better
17 communication between the resident presidents, better
18 communication between the residents that are on the
19 property. And we're certainly looking forward to this
20 particular restructuring.

21 The second area that I wanted to touch on
22 was the zero tolerance at the high-rise developments.
23 The last quarterly meeting that I attended, I believe
24 over half the questions that were asked dealt with

1 high-rise in some form or another. Over the last
2 three weeks, Mr. Lipscomb, Jackie Partee and staff
3 have attended three of the four high-rises, basically
4 meeting with the residents, discussing the zero
5 tolerance that the agency is about to move on them.

6 We talked about the areas that were
7 pertaining to tenants, such as lease violations,
8 evictions, security, and several other areas. So
9 we're hopeful that over the next couple of weeks we
10 will see some improvements with the efforts that Mr.
11 Lipscomb and staff have done.

12 The third area is the vehicle
13 registration tag enforcement. Probably starting next
14 month, we're going to be looking to put a citation or
15 a sticker on every vehicle for MHA's developments that
16 is not owned by a tenant. We do understand that some
17 of our tenants own vehicles. For those tenants who
18 are -- or for those vehicles rather, that are just
19 sitting idle on our development, we will be issuing
20 citations and if those vehicles remain there, we will
21 be towing those vehicles.

22 The last area is the new dates for
23 receipts of rent statements. In an effort to try to
24 better the relationship between the tenant and MHA in

1 the area of rental collections, we've decided as a
2 rent collection committee and an agency to move up
3 when the rent statements would be received by the
4 tenant. In the past, the rent statements were given
5 out at the first of the month. We're going to now
6 look to give the rent statements out on the 25th of
7 the month in an effort for the tenant to receive that
8 rent statement on time and be able to pay their rent
9 and their utilities on time.

10 And that's all that I have at this point.
11 Are there any questions or if you want to entertain
12 questions after the remaining committee finish with
13 their presentations.

14 MR. MCELROY: Thank you. We'll just hold
15 questions then until after the presentations. Then we
16 will entertain all the questions at that point.

17 MR. KURTZ: Good afternoon. I'm Bob
18 Kurtz from the Capital Improvements Department. I've
19 got the responsibility within the five-year plan to
20 project out the construction projects, as well as
21 tracking the demolition and disposition applications
22 that we submit to Housing and Urban Development.

23 I want to give a brief overview of some
24 of the sites. I have a fairly complete listing that

1 I've developed. I'll not touch all of those points.
2 I'm certainly available for questions if you have any
3 about specific sites and when things are going to
4 happen.

5 First of all, I'll touch base with Lamar
6 Terrace. We have a Hope VI demolition application in.
7 We expect to be awarded that and hope to initiate
8 demolition by June of this year. I don't see anybody
9 from Foote Homes. But Foote Homes, we have planned a
10 laundry facility there for the next year. At Dixie
11 Homes, we have a variety of things that we have
12 scheduled. One, know we do have a demolition
13 application that we have submitted for the Boys and
14 Girls' Club at Dixie Homes or we will be submitting
15 that application.

16 We made an assessment and determined that
17 it was not safe. We think it's in the interest of all
18 residents that we take that building down. We're
19 going to continue making unit repairs out into the
20 future of Dixie Homes and somewhere, three to five
21 years from now, we'll be looking at a neighborhood
22 revitalization.

23 Hurt Village -- and perhaps Lori may
24 address that. We do have a couple of disposition

1 applications that are pending approval with HUD.
2 Gates Manor, Gates Manor currently is vacant. That
3 was just completed last month, I believe. We're
4 expecting funding to come in from HUD and hope to
5 start demolition activities in June for Gates Manor.
6 We'll be coming back on that site in two to four years
7 with neighborhood revitalization.

8 At Cleaborn Homes, we have ongoing
9 construction quite a bit making unit repairs and we
10 will be starting up a laundry facility there as well.
11 We are anticipating bids today as a matter of fact for
12 construction of single family homes at Clayborn, as
13 well. So we've got a lot of things that we're
14 focusing in at Cleaborn Homes over the next year.

15 Fowler Homes is vacant as many of you
16 know. We're in the process of demolishing the portion
17 of property, the structures on that property that will
18 remain with MHA. Within the next year and half to two
19 years, we'll be starting up our neighborhood
20 revitalization at Fowler Homes.

21 Barry Homes, we're just finishing up our
22 exterior upgrade. The only other thing we're
23 projecting in the near future is to put an ornamental
24 fence along Lauderdale. We're waiting for completion

1 of the final sidewalk grade plans of the contract or
2 for an Uptown Village. So that will tie that in
3 nicely as part of the community.

4 Benson Center, we're finishing the
5 security enhancements. There will be gates in the
6 drives. We're probably about three to four years out
7 for unit repairs and we're going to take a look at
8 that over the next year or two to see how -- one, how
9 we will fund it and two, what kind of ~~ what we're
10 going to be able to accomplish inside the units
11 themselves.

12 Graves Manor, I wanted to highlight
13 Graves Manor. We have included Graves Manor in our
14 list of dispositions. We'll be submitting a
15 disposition application within the next week or two.
16 One part of that process is an offer of sale to the
17 residents. And Ms. Jefferies will be sending that
18 letter to you shortly and there's a timeline that will
19 be expressed in that letter where it says what
20 opportunities you have and that the association has
21 with respect to the purchase of the property.

22 The next application is an update on
23 Walter Simmons and that is pending approval by HUD
24 SAC.

1 Jefferson Square, I don't see a resident
2 president. Mr. Sanders here? How are you doing Mr.
3 Sanders? We're going to be finishing up the security
4 enhancements there. The fences are just about
5 finished. We're about, you know, six or seven years
6 at least away from unit repairs in Jefferson Square.

7 I want to deal with the -- with what we
8 call the comp mod sites in total: Horn Lake,
9 Cypresswood, Ford Road and Hawkins Mill. Each of
10 those sites is under -- we have a contract for
11 demolition. Cypresswood has been completely
12 demolished and Hawkins is just about there. The other
13 two will be completed certainly by the end of April.
14 Over the next two or three years then, we'll be
15 phasing in the neighborhood revitalizations as Mr.
16 Lipscomb talked about.

17 Montgomery Plaza. Montgomery Plaza we
18 currently have an ongoing project to do unit repairs
19 there, roofing, replacing HVAC systems. In the
20 foreseeable future, we may come back with additional
21 unit repairs at Hawkins -- correction, at Montgomery
22 Plaza.

23 In our high-rise, other high-rises, the
24 last high-rise is Borda of Towers. We'll be finishing

1 up the fencing there.

2 Texas Courts, appreciate you coming. We
3 have included Texas Courts in our Annual Plan for
4 disposition with Graves. We expect to look at
5 sometime in the next month or two setting up meetings
6 to come out and discuss the full implications of the
7 disposition process for all the residents.

8 Conceptionally, we're looking at trying
9 to time that to accomplish moves through the summer so
10 that there's less of an impact on the families with
11 children and getting them into the schools for the
12 next school year. So we're starting to look at that.

13 Alabama Plaza, we have one project that's
14 underway. We're finishing up the drainage and water
15 penetration issues and still hoping to get that
16 asphalt fixed in the west driveway. We've got a
17 little bit of change to work on there.

18 That's pretty much a quick roll-down or
19 roll-up of everything that we have going on. The five
20 year plan is much more comprehensive.

21 There is one thing I neglected to
22 mention. With respect to Fowler Homes, in the
23 document that you may have looked at for disposition,
24 it does not include a disposition of two and a half

1 acres of land. We're planning to submit an
2 application for that along E.H. Crump Boulevard.
3 We're going to enter into a partnership for
4 development of a senior center, approximately 80-unit
5 building on the front of the parcel of land we're
6 retaining.

7 We made that decision after we had put
8 this out for public comment. So I wanted to make sure
9 that everybody's aware that that's going to be in the
10 final plan that we send forward to HUD.

11 That's all I have.

12 MR. MCELROY: Thank you.

13 MS. PHILLIPS: Good afternoon. I'm
14 Luretha Phillips with the Hope VI office. I just
15 wanted to give you an update. That's an update of
16 where we are with our two Hope VI grants. One being
17 College Park which was a '95 grant, it was a 47
18 million dollar Hope VI grant. We're in the final
19 phase and that final phase is the home ownership
20 component. Currently, we're constructing 40 of the 70
21 homes. They're in various stages of development and
22 the homes will be -- 40 of the homes will be
23 constructed by June 30th of this year with the
24 remaining 30 of the homes being constructed between

1 the third quarter '04 and fourth quarter '05.

2 So over the next year, year and a half,
3 you'll see a lot of more development in that area to
4 finish up the site. We have the homes scheduled for
5 33 percent of the homes for purchasers for below 50
6 percent of area median income. The bulk of the homes
7 between 50 and 80 percent, and a small percentage
8 between 80 and 115 of area median income.

9 The houses range three to four
10 bedrooms -- three, four, five bedrooms,
11 two-and-a-half, three baths. Two-and-a-half, three
12 baths, double carports, carpet and all of the latest
13 amenities as far as the appliances are concerned. And
14 that's it for the College Park side.

15 We have the Uptown grant which is
16 designated for Hurt Village and the surrounding area.
17 That's pretty much the development of a number of
18 homes in the -- well, 100 city block in the total
19 redevelopment area. We're looking at 120 for sale
20 homes, 75 scattered site units, 45 of the units will
21 be on site. The homes are designated, they're
22 affordable home ownership opportunities for those
23 between 50 and 80 percent of area median income.

24 Section 8 participants will also be part

1 of the eligible home buyers. The homes are between
2 850 to 1950 square feet. We're looking at a total of
3 48 to be developed within this fiscal year starting
4 with third quarter '04 until first quarter, or by
5 March of '05, those homes should be complete. And
6 they have similar amenities to the ones at College
7 Park, in terms of appliances.

8 Currently under construction, we have
9 what we call the Mill Street or the Phase 1 of these
10 homes. Two of the -- two are three bedrooms under
11 construction, two are four bedrooms, as well as Hurt
12 Village on-site, which is Phase 2, for a total of
13 eight homes that are under construction. Two, again,
14 two three bedrooms, four -- two four bedrooms. So
15 that's pretty much the home ownership opportunities
16 that we have at College Park and at our Hurt Village
17 site.

18 MR. McELROY: Thank you. Next will be
19 legal.

20 MS. CARVEL-SMITH: Yvette Campbell-Smith,
21 Executive Deputy Director, General Counsel. The lease
22 agreements are submitted with our Annual Plan. There
23 were actually no changes within that document.
24 However, it is the intention of the Housing Authority

1 to enforce the lease agreement as it currently exists.
2 And to aid you in that process, I'm going to hand
3 down-- you guys can just pass them on down -- I have
4 put together a list of do's and don'ts on the lease
5 agreement.

6 Basically, I've taken out the obligations
7 of the tenant under the lease as far as what will
8 cause termination or eviction under the lease. It is
9 our intention to ensure full compliance with the lease
10 document in terms of collections in a timely manner,
11 as well as evictions for any other violations that may
12 or may not occur. If you have any questions regarding
13 the do's and the don'ts that I've listed for you, by
14 all means, we'll be happy to address those.

15 That's it.

16 MR. McELROY: Okay. Thank you very much.
17 That concludes our presentation. We'd just like to
18 make one final comment and that is that again, our --
19 the HCD handles the community development efforts on
20 the City of Memphis side and we have coordinated with
21 HCD to ensure that our Annual Plan will be a
22 consolidated plan that they can use. Those two
23 documents are consistent. So that's a review for how
24 we would and how we have met that requirement.

1 One final note and then we'll open the
2 floor up to any of your questions or comments that you
3 may have. So that you have an idea of the schedule of
4 events associated with the Annual Planning process,
5 the next step will actually be public hearings that
6 we'll have in each of the development sites. And Ms.
7 Jackie Partee has been working with our legal office
8 to coordinate that, those hearings. They begin
9 February the 25th and will run through March the 15th.

10 Our plan is to have a final document
11 ready for the board approval by April the 8th and we
12 plan to submit the final approved documents to HUD by
13 December 9th. That gives you an idea of the schedule
14 that we're working with. So with that, that concludes
15 the staff's formal comments or formal presentations.
16 At this point, we will just open the floor up for any
17 questions or any comments that you have as residents.
18 Yes, ma'am?

19 UNIDENTIFIED SPEAKER: I have a question.

20 MR. McELROY: If you don't mind, we'll
21 start with a couple of questions that were actually
22 submitted in writing and the appropriate staff member
23 will have to respond to that. I hope everyone has a
24 copy of the questions. But -- okay. From Denise

1 Hall? Okay. From Denise Hall with Dixie Homes, the
2 first question is, why are all the programs allocated
3 to Hope VI and Manor House and Dixie Homes and
4 Clayborn? Is Ms. Hall here?

5 MS. HALL: Yes. My question was, I was
6 looking at the post -- the fiscal past total year, and
7 I'm looking at all of the programs that are coming in
8 allocated to Hope VI residents instead of public
9 housing residents. And if you would look on Page 45,
10 in the plan book, you can see whereas Uptown, Hurt
11 Village, all these programs, they have training
12 programs, leadership programs, health and sexual
13 programs, all these things are allocated -- are not --
14 they're not allocated for all developments and why?

15 MR. McELROY: Ms. Partee?

16 MS. p^RTEE: Jackie Partee. The programs
17 that you see listed really start with Page 44. Those
18 programs actually are programs that occur on the
19 development because space has been made available on
20 the development. If there are programs that are
21 listed otherwise, all residents have access to
22 participate in those programs. They happen to be
23 offered off-site. So if you're interested in one of
24 these programs, be it on the property where you live,

1 we just need to make contact with that agency.

2 MS. HALL: Okay. Minnie Hall, resident
3 services. So what you're saying is, all these
4 programs listed for Hurt Village residents only, any
5 development can cooperate in these programs?

6 MS. PARTEE: Yes.

7 MS. HALL: Why you-all have them listed
8 as just Hurt Village residents or the College Park or
9 whatever?

10 MS. PHILLIPS: Luretha Phillips, Hope VI.
11 As far as the Hope VI programs that are listed here,
12 they were originally designated as part of the
13 overall, what we call a community building work plan.
14 It is a community support of services, the social
15 service work plan for any Hope VI.

16 As part of an application, when you
17 submit the application, you submit what you intend to
18 do on the physical side with the hard construction and
19 you submit a -- the program and services that you
20 intend to provide on what we call the soft side or the
21 social service side.

22 Those activities are approved by HUD as
23 activities that will be implemented during that new
24 development, typically a 48-month period, while the

1 resident is away from the site and comes back to the
2 site. But those are approved for the Hope VI sites.
3 That wouldn't prevent, in some cases, where there are
4 services that are open to any resident. Now, that
5 wouldn't prevent them from participating in some of
6 those activities, but they are designated for those
7 residents at the Hope VI site.

8 MS. HALL: Thank you.

9 MS. PHILLIPS: And it would possibly be
10 on a space available basis, but the residents -- the
11 services are primarily geared towards preparing the
12 residents that relocated to re-enter the site, to
13 qualify to come back to the sites.

14 MR. McELROY: Okay. Ms. Hall had one
15 other written question that was submitted. Why is
16 there no screening for MHA public housing residents,
17 and not Section 8 residents?

18 MS. STEPTER: Yes. There is a
19 distinction between public housing and Section 8 in
20 that if you're referring to -- on the Section 8 side,
21 we do not do a credit check, per se, because we are
22 not the landlord. That happens by the private side.
23 Obviously, conversely, a private landlord should also
24 be checking your rental references. On the Section 8

1 program, when we determine you eligible, it is
2 specifically based on income.

3 However, Section 8 does do some level of
4 criminal background checking. We do check up every
5 applicant over the age of 18 for any drug or violent
6 criminal offenses and also for any -- if you are --
7 have committed any sexual offenses. So we do do
8 criminal. We do a thorough screening of the income
9 that you're reporting, but those things that we
10 consider are typically the responsibility of the
11 landlord, such as, again, your credit and your
12 suitability as a landlord (as stated) we do not do
13 because of the private -- the private landlord does
14 that.

15 On the public housing side, MHA is your
16 landlord so they do your credit and possibly your
17 suitability to be a tenant. But that's the main
18 distinction is that on public housing, MHA qualifies
19 you on income and as a tenant. On Section 8 we
20 qualify you as income, but the landlord, whomever you
21 choose to rent from, qualifies you on your basis of
22 your tenants.

23 MR. McELROY: Thank you. We've got one
24 final written question submitted by Ms. McKeene. This

1 is a case management question. Okay? Okay. Who will
2 provide case management and will it hinder or help the
3 residents?

4 MS. PARTEE: Did you have any particular
5 development in mind when you asked that question,
6 because now case management for our Hope VI site for
7 Uptown is provided by MIFA and for College Park it's
8 provided by community services. Three of our
9 developments, Dixie, Cleaborn and Foote are receiving
10 case management under a Ross grant and since then, we
11 have two other Ross grants and all other residents
12 will receive case management under those grants. Does
13 that answer your question?

14 MR. MCELROY: Okay. So those were the
15 three written questions that we had and you had your
16 hand up.

17 MS. PHILLIPS: Minnie Phillips. You said
18 that in a couple of months you would be coming out to
19 talk to the residents about relocation. Is that what
20 you're talking about?

21 MR. MCELROY: Yes.

22 UNIDENTIFIED SPEAKER: And what we --
23 we're going through a process of disposition of a
24 particular property, consulting with the residents.

1 We will be sending a letter to you as the resident
2 president with that opportunity for the association to
3 purchase the property from the Housing Authority and
4 then we will discuss the options available for
5 alternate housing, whether it's in public housing
6 sites where we currently have vacancies or under the
7 Section 8 program. I think Jackie, I assume is going
8 to be leading -- taking a lead on setting that
9 particular meeting up to start.

10 We haven't finished all the internal
11 coordination on that so I can't tell you a date when
12 we're going to come to do that.

13 UNIDENTIFIED SPEAKER: So therefore you
14 cannot tell us today like --

15 UNIDENTIFIED SPEAKER: I don't want you
16 to start packing your bags.

17 UNIDENTIFIED SPEAKER: I understand.

18 UNIDENTIFIED SPEAKER: Yeah, it will be
19 in the next several months, couple of months.
20 Probably, I'd say probably within three months we'll
21 have figured out exactly how and when. And the staff
22 here is fairly familiar with the process that we go
23 through in assisting the residents in the transition
24 program, relocation and moving to a public housing --

1 and other public housing sites. And we try to -- we
2 try to discuss the issue far enough in advance so
3 that, particularly the parents with children know that
4 there's going to be some implication in the schools
5 situation.

6 We do talk to the schools. I've already
7 sent a note to the school board, Memphis City Schools,
8 giving them a preliminary, that we're talking about
9 doing this in the next year so that they can adjust
10 their teacher load at the varying schools.

11 MS. HUNT: Minnie Hunt from Horn Lake.
12 The question was asked about Section 8, you explained
13 about the landlord, but we want to know why when they
14 get grants, why are the programs not allocated to
15 Section 8 too? Some of the programs? We understand
16 about the landlords checking your credit and all of
17 that, but what part do Section 8 play in the program
18 from me?

19 MS. PARTEE: Let me answer a part of that
20 question. The Section 8 residents do have some
21 services and programs that they can take. Jackie
22 Partee -- family self-sufficiency, we have that
23 program. And we have the Rise Foundation, individual
24 development account program for Section 8 residents.

1 We have the Opportunity Bank with MIFA,
2 entrepreneurship training program the Section 8
3 residents can participate in.

4 So those are three programs that I can
5 think of just off the top of my head that are
6 available to Section 8 residents. And we have the
7 resident employment and training center downstairs,
8 that Section 8 residents can take advantage of.

9 MS. PHILLIPS: Luretha Phillips. And to
10 add to what Jackie is saying, if a Section 8 resident
11 relocated from, for example, a Hope VI site, then all
12 the services that are listed, as they've mentioned on
13 Page 45, are services that are available to the
14 Section 8 participant while they're preparing to come
15 back to the site or during the redevelopment period.

16 So those are various services through
17 Human Services that they can participate in.

18 UNIDENTIFIED SPEAKER: The final to that
19 would be that, much like Mr. Lipscomb talked about,
20 once you leave out of the public housing development,
21 you're considered part of an integrated neighborhood.
22 The Section 8 program really is an effort to integrate
23 you into the neighborhood so we don't per se have
24 grants in the way that public housing does that are

1 geared specifically to a development because there are
2 existing resources in the neighborhood such as
3 after-school programs offered by the school system,
4 other community services that are funded by other
5 community agencies.

6 So the Section 8 program, by the fact
7 that it's a tenant based program that attempts to
8 integrate you into the community is meant for you to
9 access community services that are available to
10 everybody who lives in that neighborhood so there are.
11 Not in the same way that public housing has. We do
12 not apply for grants that are specific to one site
13 because I've found these lists everywhere in the City
14 of Memphis.

15 UNIDENTIFIED SPEAKER: No you don't
16 answer my question because we get -- getting the
17 grant, but you know, that don't -- you answered my
18 question. She answered my question. I'm satisfied
19 with your answer. But no, I'm not understanding what
20 she's saying.

21 UNIDENTIFIED SPEAKER: I'd like to know
22 in what vicinity the Memphis housing, the Memphis
23 Housing Authority and the thing about relocating to
24 anywhere in that vicinity.

1 UNIDENTIFIED SPEAKER: They will be
2 approximately one block or two blocks west of where
3 we're currently located.

4 MR. McELROY: Are there any other
5 questions from resident presidents or any comments
6 that you'd like to make for the record?

7 MS. HARRIS: Delores Harris, Dr. R.Q.
8 Venson Center. This do's/don't list, is this in
9 stone?

10 UNIDENTIFIED SPEAKER: Is this in stone?

11 MS. HARRIS: Yes.

12 UNIDENTIFIED SPEAKER: Yes. Absolutely.
13 That's the stone that everyone signed. I just gave
14 you a synopsis of it, that's all.

15 MS. HALL: I have a question. My name is
16 Minnie Hall. Here we have each of the residents for
17 eight hours per months for public communications and
18 self-sufficiency. Now, that's not in stone because I
19 know we have so many residents that are not doing
20 anything. We have dirty yards, we have dirty garbage
21 cans, we have dirty driveways, we have dirty streets
22 and if these residents are doing eight hour of
23 services a month, doing these things on the
24 development instead of going to a community services

1 doing eight hours, we wouldn't have this problem.

2 UNIDENTIFIED SPEAKER: And so your
3 question is?

4 MS. HALL: Why are these people doing --
5 like I say, they are not doing eight hours of
6 community services on developments.

7 MS. PARTEE: That is a HUD requirement
8 that came out about four years ago. It was a
9 mandatory requirement and a Hope VI and they just
10 agreed for public housing to implement that program
11 last -- last year and so those residents that are not
12 working who are A, considered able-bodied, are
13 required, if they're not working in a certain month,
14 they are required to perform eight hours of community
15 services.

16 Now, you may not see them doing it but
17 they're going to agencies in the communities. We sent
18 letters out to I don't know how many agencies making
19 them aware of this requirement and our residents are
20 going to those agencies. Now, if they're not doing
21 it, they're out of compliance with their lease.

22 MS. HALL: Well, my question was, why do
23 they have to go to an agency when each development can
24 use their attention?

1 UNIDENTIFIED SPEAKER: Go on, Mr. Perry.

2 MR. PERRY: The Board is not going to
3 allow you to go out and do maintenance without a
4 permit, regulations prohibit that.

5 MS. HALL: Help me to keep my yard clean.

6 MR. PERRY: You were trying to keep your
7 yard clean.

8 MS. HALL: That's right.

9 MR. PERRY: That's not a community
10 service. Community service has to be --

11 MS. HALL: You tell me if I get out of
12 I want to keep my yard clean, I get out and do the
13 alley down there where I live and we can't have
14 residents bothering with keeping the streets clean?

15 MR. PERRY: You can but not receive
16 community credit, eight hours of credit.

17 " MS. HALL: Why?

18 MR. PERRY: Because the regulations
19 prohibits that because we have employees -- number
20 one, the regulations say we can't -- new employees are
21 supposed to be doing that and so the regulations do
22 not allow us to substitute community services for our
23 employees.

24 MS. HALL: Okay.

1 MR. PERRY: And you can go to another
2 agency that do that and you don't work for MIFA and
3 they have -- they may be different. But we can't
4 require you to do things that we have employees to do
5 to satisfy your community service. The regulations
6 doesn't allow that.

7 MS. GIBSON: Verlene Gibson. I've got a
8 question on that right there. We have an association
9 on each development. It's not job related. So what
10 you're saying is that we like MIFA also should be an
11 -- we couldn't use some of that to do the things in
12 our association, kind of a credit? Our association --
13 is that the same?

14 MR. PERRY: Ms. Partee, could you respond
15 to that question?

16 MS. PARTEE: I would have to look at the
17 guidelines. Again, I would have to look at the
18 guidelines.

19 MS. CARVEL-SMITH: Yvette Carvel-Smith.
20 Why don't we do this? We will -- Jackie, as well as
21 the legal department, we'll take a look at the matter
22 and issue a determination of exactly what can be done
23 on site. Okay?

24 MR. PERRY: Ms. Hall, did you have other

1 questions?

2 MS. HALL: No.

3 MS. MEREDITH: My name is Rosie Meredith.
4 But I think upon reading those regulations, I think it
5 was because of the non-profit organization status.
6 That's why on the last question because I have
7 residents that are in the community program and I was
8 asking the same question as to why the residents can
9 not give on their own -- and I think that non-profit
10 thing came up as to why residents cannot perform the
11 community work on our developments.

12 MS. PARTEE: Jackie Partee. I'm going to
13 make sure that you-all get a copy of it because there
14 are residents who are exempt. If you're elderly, if
15 you are disabled or blind, if you are the primary
16 caregiver for someone, you are exempt from having to
17 do the eight hours of community services. So I'm
18 going to make sure you-all get a copy of those
19 guidelines quickly.

20 MS. HUNT: Minnie Hunt. What's the
21 criteria or the credit terms of credit transfer?

22 UNIDENTIFIED SPEAKER: I think that they
23 said they'd make it available.

24 MS. CARVEL-SMITH: If I'm understanding

1 your question, you're asking for the criteria for the
2 mandatory attendance of credit counseling?

3 MS. HUNT: Right.

4 MS. CARVEL-SMITH: Well, mandatory
5 attendance is only required when you've missed three
6 rent payments.

7 MS. HUNT: Okay. After you've missed --
8 after I miss the three rent payment late, what's the
9 status that I would have to go through the credit
10 process, what is the status of it? What will I
11 accomplish out of the class then?

12 MS. CARVEL-SMITH: Well, hopefully, that
13 class will enable you -- go on. No, I want you to go
14 on.

15 MS. HUNT: Well, if the classes
16 dissipate, they wouldn't have it because it's -- I
17 mean, it hasn't been in this five year plan. It's
18 been in every five year plan they have. So that's my
19 question. I mean, if you still got it, something
20 should have been changed by now.

21 MS. CARVEL-SMITH: Because you're saying
22 that it has been unproductive?

23 MS. HUNT: Whatever the reason.

24 MS. CARVEL-SMITH: Is that what your

1 argument --

2 MS. HUNT: I mean, it's not -- what have
3 we accomplished out of it?

4 MS. PARTEE: What we have accomplished is
5 that people pay their rent. We get people to pay
6 their rent so that they don't get evicted, because if
7 you don't pay your rent and you miss three times and
8 you don't attend the class, you're going to be
9 evicted. So the class is supposed to help you
10 understand the importance of paying your rent. On the
11 other hand, because you're going to be evicted, it
12 teaches you that if you go to another landlord, that
13 you would have learned through that class that you
14 should be paying your rent.

15 MS. HUNT: My point is, I understand all
16 of that, but why they still the write off if that
17 class was effective, that's all.

18 MS. CARVEL-SMITH: Oh, so you're asking
19 me why we still have write-offs on a monthly basis.
20 You know why?

21 MS. HUNT: Why is that?

22 MS. CARVEL-SMITH: Because people simply
23 don't do it. They just -- I mean, you can't -- you
24 can force a person to go to class by saying that if

1 you don't, you'll be evicted. But that's one month.
2 The next month, they can turn around and do the same
3 thing all over again and then it will build up for
4 three months again after that. It's really and
5 unfortunately, it's a revolving door.

6 MS. HUNT: My only point is to -- I
7 understand all of that and we all understand all that
8 and my point is very taken, why if this class wasn't
9 effective, why would they still have write-offs? It
10 should be helping someone. Not by if you don't pay
11 your rent. It should help. It should help Minnie
12 Hunt. It's just that simple. Everybody in here. The
13 program is not effective.

14 MS. CARVEL-SMITH: And so you're asking
15 why is it not helping anybody?

16 MS. HUNT: It's not effective.

17 MS. CARVEL-SMITH: It may not be and you
18 may have a point there. However, it is a requirement
19 that we have included within our lease agreement. We
20 are hopeful -- we're hopeful that it will be effective
21 eventually and I think part of the problem is
22 enforcement of that document. And that's where we're
23 going to make some changes.

24 UNIDENTIFIED SPEAKER: It will be

1 effective if it helps one person to learn how to pay
2 their bill.

3 MS. HUNT: Why you still have all these
4 big write-offs?

5 MS. CARVEL-SMITH: We're going to have
6 write-offs. We're going to write-offs for various
7 reasons within our tenancy. We're going to have those
8 write-offs, but those things that are mandatory,
9 they're geared toward helping somebody. And it is
10 helping because our write-offs have reduced. They're
11 not as high as they were in the past and I won't -- I
12 can't say that it's going to eliminate it completely
13 at this point, but it is moving in a good direction
14 and it's because we're seeing more enforcements.

15 MR. McELROY: Okay. One final item that
16 I'd like to share. Oh, I'm sorry. Mr. Sage?

17 MR. SAGE: On this lease agreement, Ms.
18 Smith, where it says illegal weapons or drug seizure
19 by a law enforcement agency. Is this new on the
20 lease?

21 MS. CARVEL-SMITH: No, that is not new.
22 Nope. The list that you have before you, those are
23 all our provisions that have been included. There's
24 nothing new in the lease, no change there.

1 MR. SAGE: Thank you.

2 MR. McELROY: All right. If there are no
3 other comments or questions, then we're going to wrap
4 up. We have the room scheduled for another activity.
5 But let me just, one final reminder, the comments
6 here, the public comments here will remain open until
7 March 25th, so if there are other written comments
8 that you'd like to submit, you can certainly provide
9 those to Ms. Jackie Partee and we will give full
10 consideration to any input that you give us as we
11 finalize the Annual Plan.

12 So on behalf of our executive director,
13 Mr. Lipscomb, I thank all of the resident presidents
14 for their attendance here and we appreciate your input
15 and participation. Thank you very much.

16 (WHEREUPON, THE MEETING CONCLUDED.)

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STATE OF TENNESSEE:
COUNTY OF SHELBY:

I, KATHI DAVIS, Court Reporter and Notary Public, Shelby County, Tennessee, CERTIFY:

The foregoing proceedings were taken before me at the time and place stated in the foregoing styled cause with the appearances as noted.

Being a Court Reporter, I then reported the proceedings in Stenotype, and the foregoing pages contain a true and correct transcript of my said Stenotype notes then and there taken.

I am not in the employ of and am not related to any of the parties or their counsel, and I have no interest in the matter involved.

I further certify that in order for this document to be considered a true and correct copy, it must bear my original signature and that any reproduction in whole or in part of this document is not authorized and not to be considered authentic.

Witness my signature this the _____ day of _____, 2004.

KATHI DAVIS, Court Reporter

Notary Public at Large
For the State of Tennessee
My Commission Expires:
September 27, 2006

Alpha Reporting corporation
901.523.8974

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TRANSCRIPT OF MEETING

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MARCH 29, 2004 5

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ALPHA REPORTING CORPORATION
Sheri Allen, Court Reporter
100 North Main Building, The Lobby
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24 Court Reporter's Certificate 13

1 HEARING FOR FISCAL YEAR 2004 ANNUAL PLAN

2 (9:00 A.M.)

3 MR. MCEL RATH: Good morning. I'm Roland

4 McElrath. I'm Deputy Executive Director for MHA and

5 I'd like to welcome you~all to our public hearing for

6 the fiscal year 2004 annual plan. Again, welcome.

7 And we have a brief presentation that we will make

8 related to the Fiscal '04 Annual Plan. To start, I'd

9 like to talk just very briefly about the objective of

10 the annual plan. The Quality Housing and Work

11 Responsibility Act of 1998 created the requirement

12 that the Public Housing Authorities produce a

13 five-year and an annual plan. And included in the

14 annual plan, the Housing Authority states its

15 missions -- states its mission and its goals. It

16 talks about how it will carry out its programs for

17 the upcoming year.

18 At this point, what I'd like to do is ask our

19 General Counsel, Yvette Camel-Smith, to talk very

20 briefly about the resident elections. I think either

21 Ms. Smith or Jackie Partee, who is our Director of

22 Human Services.

23 MS. PARTEE: Good morning, I'm Jackie

24 Partee, and I'm reporting upon the election

1 procedures that have been established to elect our
2 resident association presidents on each of our
3 properties. The posters for announcing the election
4 will be posted on each property April the 15th. On
5 that poster you will find the requirements for
6 running for a position, as well as the name of the
7 positions. On June the 15th, all interested parties
8 will submit their names if they are interested in
9 running for said positions, and those names will be
10 reviewed to establish their qualifications and if
11 they meet our qualifications to run for those
12 positions.

13 The elections will be held on all properties
14 July 15th. The polls will open at 7:30 and close at
15 7:30. We will be using an election committee made up
16 of residents and community leaders. The election
17 announcement of those elected for positions will be
18 announced that next Monday, which will be July 19th.

19 Thank you.

20 MR. MCEL RATH: Okay. Thank you,
21 Ms. Partee. Next we'll talk about the executive
22 summary. There is a section included in the front of
23 the annual plan that summarizes for HUD and for the
24 public the major goals that the Housing Authority has

1 established for its -- for fiscal years 2003 and
2 2004. I will address, just very briefly, one or two
3 of the major items, and then just refer you to the
4 plan document to review the content for the balance
5 of the items addressed in the executive summary.

6 One of the primary goals for the agency was
7 to replace obsolete public housing stock. In this
8 section, MHA has identified specific properties that
9 will be either maintained, renovated, or disposed of
10 during the planned year. And we have developed a
11 redevelopment plan that identifies the timing and the
12 source of finance that will be used to either
13 demolish or renovate certain properties. Again, I'll
14 refer you to the document for those details.

15 Also included in that executive summary is a
16 section that addresses Guaranteed Housing for Current
17 Residents, Mobility Counseling, Renovation of Viable
18 Family Housing, Senior/Disabled Developments, our
19 goal to reduce the vacancy rate, Coordinated Case
20 Management Services that we are providing to
21 residents that we serve. And again, several other
22 goals and objectives that the agency identifies. And
23 I'll refer you again to the plan document of those
24 **details.**

1 The plan document also addresses the
2 Financial Resources that we anticipate having access
3 to during the upcoming fiscal year. There are a
4 total of \$141 million in resources that we anticipate
5 being available to the agency to deliver services.
6 These monies come primarily from HUD through
7 operating subsidy grants or capital grants that we've
8 applied for.

9 Another section -- key section of the plan
10 deals with the policies of the agency. MHA has not
11 changed its eligibility or selection or admission
12 policies for the upcoming year, and so those policies
13 will remain the same.

14 The plan also includes an organization chart
15 which identifies the organization structure which
16 includes the Board of Commissioners, the Executive
17 Director, which is Robert Lipscomb, and his executive
18 staff.

19 At this point, I'd like to move into the
20 presentations that we'll have. The first
21 presentation will deal with operations. And
22 Mr. Marty Boscaccy, Deputy Executive Director of Real
23 Estate and Asset Manager will make that presentation.

24 MR. BOSCACCY: The Memphis Housing

1 Authority will engage in activities that will
2 contribute to the long-term asset management of the
3 public housing stock and meet the long-term operating
4 capital investment, rehabilitation, modernization,
5 disposition and other needs. We are currently in the
6 process of acquiring several existing properties.
7 The first two being Richmond Place and Parkway
8 Commons. And we looked down the road to acquire
9 Weaver Fields and Spring Dale Creek.

10 We've instituted a new property management
11 structure for the developments. There are no longer
12 housing eligibility specialists in the properties.
13 We're operating with a property manager and assistant
14 property managers. We currently have in place a zero
15 tolerance policy at the high-rise developments, being
16 worked with the Memphis Police Department. We have
17 instituted a vehicle registration tag process for our
18 properties that all residents who have vehicles must
19 register the vehicles and have a tag. And we've
20 instituted a new date to receive the rental
21 statements.

22 MR. MCEL RATH: Thank you. Next we'll
23 have Mr. Bob Kurtz who will talk about our capital
24 plan.

1 MR. KURTZ: Good morning. I'm going to
2 address Section 7 and 8 within the annual plan.
3 First is Section 7, the Capital Improvement Needs.
4 Attached at Appendix B is the annual statement for
5 the proposed fiscal year. In addition, an attachment
6 E is the five-year action plan. Those are all
7 available for viewing.

8 In Section 8, we have listed the Demolition
9 and Disposition activities that are going to take
10 place for the agency. I'll highlight a few of those,
11 primarily those that are planned applications for the
12 coming fiscal year. We plan to submit an application
13 for the position of Lamar Terrace. We will submit an
14 application for demolition of a non-dwelling
15 building, a gymnasium at Dixie Homes. We will be
16 submitting an application for disposition at Dates
17 Manor. We have disposition applications being
18 submitted for Fowler Homes, as well. I'm going to
19 highlight those, too.

20 We initially went out to public comment with
21 one disposition as we determined how we were going to
22 develop that site. We discovered that we -- or
23 determined that we needed to do two disposition act
24 occasions. So, that's in addition to what's started

1 in the plan two months ago. And everything else is
2 pretty much a repetition from the previous year. And
3 we've got updates as to the status of each of the
4 previous submissions to HUD. And that's all I have.

5 MR. MCELRATH: Thank you, Mr. Kurtz. At
6 this point, we'll ask again, Mr. Marty Boscaccy to
7 give us a brief update on the HOPE VI program.

8 MR. BOSCACCY: We currently have two
9 HOPE VI grants. One for the formal Lemoyne Garden,
10 which is now known as College Park. The multi-family
11 portion of that development are complete and in
12 occupancy. A community building has been complete
13 and has been leased up. And we're currently
14 undergoing a 70~uriit, single-family home ownership
15 phase with the first 40 -- Phase I which will be 40
16 homes -- is currently under construction due to be
17 completed by June 30th of 2004. And the second phase
18 of 30 units will start construction shortly.

19 The second HOPE VI application is for the
20 Hurt Village, which is now known as the Uptown
21 Development. We currently have several phases of
22 multi-family under construction. We have a
23 demonstration block which has four single-family
24 homes for HOPE VI home ownership, and three rental

1 homes under development.

2 MR. MCEL RATH: Okay. Thank you,
3 Mr. Boscaccy. At this time, I'd like to ask
4 Ms. Yvette Camel-Smith, our General Counsel, to
5 address any legal matters which are included in the
6 pl^{an} document.

7 MS. CAMEL-SMITH: Good morning. Yvette
8 Camel-Smith, General Counsel. There are only two
9 things I need to -- that require mentioning from the
10 legal department. And that is, specifically in
11 reference to our lease agreement. Two announcements:
12 number one, there are no changes being submitted in
13 the annual plan to our lease agreement. With that in
14 mind, we do intend to, secondly, enforce the lease.
15 That is, we intend to collect rent and absent those
16 collections, we will begin eviction procedures. I
17 have nothing further.

18 MR. MCEL RATH: Thank you. Before we take
19 any questions or comments, I would like to say that
20 we have ensured that the annual plan document is
21 consistent with the consolidated plan document that
22 is developed by the City of Memphis, and that being
23 the Division of Housing and Community Development.
24 That is a requirement of HUD, and we have ensured

1 that consistency exists. At this point, we would
2 take any comments from the -- from the audience. And
3 I think we have one comment that needs to be recorded
4 for the record, and Mr. Gregg Perry, Staff Attorney
5 for MHA will address that.

6 MR. PERRY: My name is Gregory Perry,
7 Staff Attorney for Memphis Housing Authority. Just
8 to make some, at least one or two technical
9 corrections in the PHA Plan. On Page 55 of the PHA
10 Plan, Section B which talks about Description of
11 Election Process for Residents on the PHA Board, only
12 Section 1 and Section 2 of that section should be
13 checked. There should be no check marks on Section 3
14 which talks about Description of Resident Election
15 Process. And a corrected copy will be submitted to
16 replace Page 55.

17 Also, as to the attachments to the plan, flat
18 rent is also no typical -- however, the flat rents
19 which should have been included in the plan were not.
20 The plan was amended in April of 2003 and that
21 Amendment was not put into the original plan to put
22 out for comments. And a copy of that Page -- of the
23 corrected Page will be submitted.

24 Finally, the Board is going to -- and that

1 would be Exhibit Number 1 -- the Board is going to
2 approve our zero bedroom units at Barry Homes, a flat
3 rent of \$395. And a copy of the flat rents which the
4 Board is going to approve which will make the change
5 that current flat rents provided at Barry Homes for a
6 zero bedroom of 395 is attached as Exhibit 2. Thank
7 you.

8 MR. MCELRATH: Okay. Thank you,
9 Mr. Perry. If there are no further comments, then we
10 will conclude this public hearing for the MHA fiscal
11 year 2004, annual plan. Thank you all for coming.
12 Adjourned.

13 {WHEREUPON, THE DOCUMENTS REFERENCED
14 DURING THE MEETING WERE MARKED AS EXHIBIT
15 NOS. 1 AND 2 AND ARE ATTACHED HERETO.)

16 (WHEREUPON, THE MEETING WAS CONCLUDED
17 AT APPROXIMATELY 9:30 A.M.)

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C E R T I F I C A T E

STATE OF TENNESSEE:

COUNTY OF SHELBY:

I, SHERI ALLEN, Court Reporter and Notary Public, Shelby County, Tennessee, CERTIFY:

The foregoing proceedings were taken before me at the time and place stated in the foregoing styled cause with the appearances as noted.

Being a Court Reporter, I then reported the proceeding in Stenotype, and the foregoing pages contain a true and correct transcript of my said Stenotype notes then and there taken.

I am not in the employ of and am not related to any of the parties or their counsel, and I have no interest in the matter involved.

I further certify that in order for this document to be considered a true and correct copy, it must bear my original signature and that any reproduction in whole or in part of this document is not authorized and not to be considered authentic.

Witness my signature this

the day of , 2004.

SHERI ALLEN, Court

Reporter

Notary Public at Large
For the State of
Tennessee
My Commission
Expires:

August 21, 2007

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**Public Hearing For PHA Plan
Texas Courts & Montgomery Plaza Residents
Friday, February 27, 2004
4:00 p.m.**

The MHA Staff met with the residents of Texas Courts and Montgomery Plaza on Friday, February 27, 2004 at 4:100 p.m. in the Montgomery Plaza Community Room.

In attendance

Bob Kurtz – Program Manager, Capital Improvements
Gregory Perry – MHA Staff Attorney
Christine Pipkin – Resident Association President, Montgomery Plaza
Theresa Robinson - Resident Association President, Texas Courts
Betty Jackson – Manager, Montgomery Plaza

Capital Improvement - Bob Kurtz

Bob Kurtz advised the residents that the overview of the Annual and 5-year Plan is a HUD requirement and a good opportunity to get feedback from residents. Copies of the PHA Plan were made available at the meeting and the managers would have copies.

Bob also advised the residents that all questions and/or comments could be submitted in writing to Jacqueline Partee, Director, Human Services and all maintenance issues would be addressed at the end of the meeting.

- Welcome and Introduction of staff to the residents.

Lamar Terrace

- Site Vacant
- Submitted application for demolition
- Application in for Grant to rebuild. Will know within next 30-60 days if HUD approves.

Foote Homes

- Finishing up security enhancements (fences).

- Laundry Facility
- 7-10 years for any major rebuilding.

Dixie Homes

- Finishing fencing.
- Couple more units to complete in renovation project
- Laundry facility (in future)
- One demolition plan (Boys' & Girls Club Gym for safety reasons)

Oates Manor

- Site Vacant
- Preparing to demolish
- Application in to HUD for funding
- In discussion with a variety of agencies for the use of the site in conjunction with Memphis City Schools and Memphis Police Department.
- Major revitalization effort in 2 – 4 years.

Cleaborn Homes

- Renovations of units
- Laundry facility (in future).
- Major redevelopment 3-5 years (similar to Lamar Terrace, contingent on funding).

Fowler Homes

- Site Vacant
- Construction contract to finish demolition.
- Additional construction in 2 – 3 years. (senior center and single family homes)
- Portion will be sold to Church and God in Christ. (would not be public housing)

Barry Towers

- New Façade

R.Q. Venson Center, Jefferson Square and Borda Towers

- Security fencing
- Interior repairs over the next 8-15 years (long term)

Graves Manor

- Propose to dispose of.

Walter Simmons

- Will be sold this year.

Horn Lake Heights

- Site Vacate
- Demolish
- Neighborhood reconstruction.

Cypresswood

- Demolished
- First scheduled to rebuild starting in August 2004.
- Working with city to arrange long-term funding.

Montgomery Plaza

- \$2,000,000.000 construction project underway.

- Placed vents in the building to increase airflow through attic (previously no ventilation in any of attics, which caused heat)
- Outside AC unit (no use for window units)
- Identify additional units in need of repair

Hawkins Mill

- Totally demolished by next week
- Will start new construction 60 days

Ford Road

- Contract for demolition

Texas Courts

- Disposition (MHA could sell property)
- If sold MHA will conduct meeting with residents (options)

Alabama Plaza

- Finishing construction project

Each will have a mixture of Public housing units as well as market rate rental units.

Legal – Greg Perry

Greg Perry advised residents of Do's and Don'ts of the tenant lease agreement. (A copy of the lease agreement was passed out.) He also advised the residents that all written comments or suggestions to be directed to Jacqueline Partee, the comment period closed in March.

- **Do- Pay your rent on time.**

Q – If something wears out does the tenant have to pay?

Greg - If it's normal wear and tear on the apartment no, if the tenant tears it up, Yes.

Q - Residents were given permission in 2002 to get satellites, a contract was signed to keep it for a certain period of time. Now that remodeling has begun (MHA) stated that the satellite has to be moved from the front yard to the back. Direct came out and stated that the satellite can't be moved to the back because of the rocks. It's not the problem with finding a hole, unable to find a signal in the back yard.

Greg – Informs residents of “a rock that the satellite can be mounted on” and advised the residents that they are looking into it.

Q - Can the satellites stay where they are until we find out, because we are still being billed for services.

Greg - Advised the tenants that MHA would get with Direct TV.

Q - MHA is remodeling all the old apartments, why has nothing has been done to my apartment? I've lived here for twelve years.

Greg – Please direct all maintenance problems to the manager.

Q- I feel we should have the new cabinets and windows. We've been here a long time.

Greg – All units will be redone like the units you see being redone now. (Informed the resident that it was stated earlier in the meeting)

Q - Can you please lock doors to the vacant property? Kids and dope dealers are getting into units and tearing them up.

Bob - That contract should be done at the end of March. Bob informed resident that he would talk with the senior project manager who is responsible for that contract to get the doors secured.

Q- I need a job.

Bob advised residents that if there is interest in employment, please speak to Bruce Young, MHA Resident Employment Training Center located at 700 Adams.

Greg also explained what the Resident Employment Training Center offers.

Q- When will Texas Court residents be relocated?

Bob - This summer, in order for school aged to start the school year.

Q - Who will have first hand at Montgomery Plaza?

Bob - I am unsure of how they will prioritize who gets which unit. I will have to check with William Webb.

Q - Will we have to go through the main office to be relocated?

Bob - Jackie Partee as well as Carol Rhea will come to the development to lead the effort.

Q - I appreciate the timing, it's difficult. Will the Agency assist us in moving?

Bob - Yes.

Q - Does Texas Court have the option to relocate to Section 8 or move back to Texas Court?

Greg - Probably not.

Q - How all of a sudden the utility bill jumps up after they put in the new hot water tanks?

Greg - Utilities have gone up all over the city.

A resident informed the other residents of the Job Training Center at MATA.

Q - What do you recommend for a single parent with four or more children, Section 8 or Public Housing?

Greg - Section 8 is not for everyone, you have to be a responsible person. Rent is based on your income. (He explains the he is on the Section 8 Hearing panel and explains the Section 8 program to the residents, and the rules and guidelines of being a section 8 tenant, utilities, repairs, housekeeping, etc.)

Q- If we don't want to stay at Montgomery Plaza, can we move in one of the newer developments? Do we have an option?

Greg - There will be a maximum of 70 public housing units.

Q - What about the single family home?

Greg - There is certain criteria that has to be followed. (working, certain amount of income). You can apply for the new units, but may or may not qualify.

Q - By the time we relocate will Lamar Terrace be finished?

Greg - No.

Bob - It will be at least two years.

Greg explains in the Relocation Plan they will be asked their likes and dislikes. He advised that the residents let them know their comments.

Q - My floors are falling in, do I report it here?

Greg - Yes, today at the office.

Q - We put our names on the list at the meeting we attended for Greenlaw Apartments and Uptown Square, we have received no response. What was the purpose of the meeting? We've heard it all before!

At this time the residents are exiting the meeting and Greg Perry has to get their attention for Betty Jackson.

Betty Jackson advises the residents of Texas Courts and Montgomery Plaza that all vehicles must be registered by next Friday, March 5, 2004. Also remove satellites. (She passed out notice of MHA' Mandatory Vehicle Registration Notice, she also passed out the Satellite Installation Policy for low-rise developments.)

Q - I called direct TV to remove the satellite and Direct TV stated that they need permission from MHA to remove the satellite. I called the office to get permission and was told No.

Greg - Maintenance and Direct TV issues to Ms. Jackson.

Betty Jackson stated to Greg that the residents were putting up satellite dishes. A resident responded that Ms. Garrett was the one that gave permission

A resident stated that there was a meeting held regarding the satellite dishes and everyone did not attend.

Meeting adjourned at 5 p.m.

**Public Hearing For PHA Plan
Cleaborn Homes & Foote Homes Residents
Monday, March 1, 2004
4:00 p.m.**

The MHA Staff met with the residents of Cleaborn Homes and Foote Homes on Monday, March 1, 2004 at 4:00 p.m. in the Porter Boys & Girls Club.

In attendance

Bob Kurtz – Program Manager, Capital Improvements

Gregory Perry – MHA Staff Attorney

Yvette Camel-Smith – Deputy Dir. of Legal Services

Jacqueline Partee – Director of Human Services

Bob Kurtz – Program Manager, Capital Improvements

Raynetta Hayley – Mgr, Foote Homes

Demetria Sanders – Asst. Mgr, Foote Homes

James Cowan – Manager, Cleaborn Homes

Rose Woodley - Resident Association President, Foote Homes

Vatricia McKinney – Resident Association President, Oates Manor

Welcome – Jacqueline Partee

Ms. Partee informed residents that this is the “comment Period” for Public Housing Residents.

Capital Improvement - Bob Kurtz

Bob Kurtz advised the residents that the overview of the Annual and 5-year Plan is a HUD requirement and a good opportunity to get feedback from residents. Copies of the PHA Plan were made available at the meeting and the managers would have copies.

Bob also advised the residents that all questions and/or comments could be submitted in writing to Jacqueline Partee, Director, Human Services and all maintenance issues would be addressed at the end of the meeting.

- Welcome and Introduction of staff to the residents.

Lamar Terrace

- Site Vacant
- Submitted application for demolition
- Application in for Grant to rebuild. Will know within next 30-60 days if HUD approves.
- Plan to rebuild entire area through HOPE VI.

Foote Homes

- Finalizing security enhancements (fences).
- Issue access cards to residents
- Finish sewer project
- Laundry Facility (2) Proposals on where sited to Executive Director
- Long Term - 7-10 years for any major rebuilding.

Dixie Homes

- Finishing fencing.
- Tow more units to complete in renovation project
- Drainage and circulation problems
- Laundry facility (in future)
- One demolition plan (Boys' & Girls Club Gym - unsafe)

Hurt Village

- Demolished

Cleaborn Homes

- Finish fencing & vehicular gates
- Issue access cards residents
- Parking lot on north and south
- Laundry facility
- Major redevelopment 3-5 years.

Fowler Homes

- Demolish portion
- Portion will be sold to Church and God in Christ.

Barry Towers

- New Façade

R.Q. Venson Center, Jefferson Square and Borda Towers

- Security enhancement
- Interior repairs over the next 8-15 years (long term)

Graves Manor

- Propose to dispose of.
- Will submit application to HUD within next 30 days

Walter Simmons

- Scheduled to sell.

Horn Lake Heights, Cypresswood, Ford Road, and Hawkins Mill

- Demolished

Montgomery Plaza

- Construct contract
- Repairing roofs
- Outside AC unit
- Exterior upgrade

Texas Courts

- Proposed to sell
- Seeking approval from HUD

Alabama Plaza

- Finishing exterior drainage

MHA plans to work with City of Memphis to rebuild on each of the demolished sites within the next 36 to 48 months.

Q- Does MHA plan to do anything on the interior at Cleaborn Homes?

Bob - MHA has current contract at Cleaborn to repair 90 units, probably have about 45 vacant units. HUD will restore funding and funding will be used to repair additional units at Cleaborn. This will take place over the next year and a half.

Over the last three years out of 466 units, 250 units have been renovated. As vacancies occur will continue.

Q - What will be done with the swimming pool?

Bob- The swimming pool is a park commission issue. It belongs to the city.

Q - Will residents from Cleaborn be moved to the renovated apartments?

Bob - That is a potential, I would have to talk about it with Property Operations, how they would handle any transfers.

Q - How will the laundry mat operate, will there be large or regular machines and will it use tokens?

Bob - They will use industrial machines. Unsure if it will use quarters. Not in stage of designing the building designing how it will operate.

Q- What will happen to the residents that have washers and dryers, is it mandatory to use the laundry room?

Bob - No.

Q - How long will we have to wait to use the cards for the fence?

Bob - I expect it will be done by the end of this month.

Q - (The directory on the gate) someone is always calling and cursing me out and leaving messages on my phone.

Partee – That is not the first complaint, our security staff is looking into it. If you have caller id, take the number down and give it to your manager. (Partee apologizes and advised the residents that they should work together and let the managers know.)

Q - At what point do unregistered cars get pulled (not registered with MHA)?

Cowan – Call management of description and location of vehicle.

Q - What is the expiration date for registration?

Cowan/Hayley – As soon as possible.

Q - If a resident does not have a valid drivers license would the car be pulled?

Hayley – No, only looking at the car. (current tags, operational)

Q - What are the rules regarding the guests and their vehicles?

Cowan – That has not been an issue at this time.

Legal – Yvette Camel-Smith

Yvette Camel-Smith advised residents of Do's and Don'ts of the tenant lease agreement. (A copy of the lease agreement was passed out.)

- The plan submitted to HUD does not include any changes. The same lease that the residents signed is the same lease that is submitted to HUD.
- We intend to enforce every provision in the lease. Action taken would be terminating lease or eviction.

Q - I have no income my children pay my rent.

Yvette – Have you informed your property manager that your lease payment are unable to be met?

Resident -Yes.

Yvette – Have you been evicted as a result of it not being paid?

Resident – No.

Yvette – It is not late until the 10th. Technically everyone has until the 10th. The cutoff is the 10th of the month. In any event that you have problems you can apply for a hardship.

Q - What's a hardship?

Yvette – I want you to ask your property manager.

Q - I get paid on the 15th and 30th.

Yvette – You take the 30th paycheck and apply it that to your rent. If you are having problems in that are call Ms. Partee and tell her you are having problems and call the property manager. The information comes from the property manager.

Q - Every time I'm re-certified, they make a copy, Constantly giving them the same paperwork.

Yvette - I will address proper documentation without copying. (Kristal please make note).

Q - When we get the card to the gate?

Bob - We will issue all cards within the next 30 days.

Q - How will we know?

Bob - We will have an announcement and training sessions for residents.

Q - What about the residents that don't have telephones, how can their family members contact them.

Bob - I will get an answer back to you.

Q - There is construction on each apartment on each side of me , my roof is leaking through the light bulb. Is there a problem fixing the other places?

Cowan gets resident's address (577 Brown Mall #D)

Bob - A year and a half ago we replaced every roof at Cleaborn. Maybe it's a warranty issue or from the water heaters. Give info to property manager and we will have it looked at this tomorrow.

Q - What's wrong with the front room, it will not get warm? It feels like an icebox.

Bob - Address issues to the property manager, units that have been renovated have been installed with energy efficient windows.

Q- Why can't you move all the residents to new units?

Bob - That comes at a lot of expense to move everyone around.

Q - If you are in the Family Self Sufficiency Program and looking for a job, do you still have to do 8 hours a month community service?

Partee -It's not a Housing Authority requirement. It's a HUD requirement. We need to look into that. (Ms. Partee requests the resident's name and phone number and will call her back. Denise Woodears 526-8458).

Q - Every time I call the office no one answers the phone. What staffing is at Cleaborn who answers the phone?

Partee - There is a manager and assistant manager. (Mr. Cowan stated that he is there to answer the phone.)

Q- What can be done in the community where there are small children running across the driveway and cars speeding at a high rate and there is a lot of boom noise on the development.

Yvette - In response to the noise you can always call MPD. In terms of the speed there is nothing we can do personally in terms of telling someone to turn their radio down in a car. Only a policeman can enforce that. If the cars are diving at an excessive speed you need to contact your city council person and ask them to put out speed bumps.

Partee - Once we start closing the gates in the evening that problem should be resolved.

Q - How will the ambulance get in?

Partee - On have emergency vehicles, they have a device that will automatically open the gate.

Q - What about the daycare vans?

Partee - I understand that we may have to consider giving them a code for getting in. The gate will be open at a time the service people can get in. We are going to make sure that happens.

Q - Will we have a card to carry with us? I don't want to get locked out.

Partee - Yes.

Q - What time will they close the gates?

Yvette - Once we get input from everybody as we have done today, then they will make a determination of the gates remaining open until 7 or 7:30.

Q - Open up at what time?

Partee – 5:00 in the morning.

Q - Why don't we have gate access at 626 Georgia. We park on the street.

Bob - That's actually designed so that you have single entry and exit on Orleans, you will not be able to enter on Orleans unless in the daytime when the gate is physically open. If you park on the street you will have your access card to walk through a pedestrian gate.

Q - The gate on Mississippi across from the church, the driveway is not wide enough.

Bob - we will look at that and make a determination.

Q – Is there something yall can put down, because those glue boys yall put down don't catch nothing?

Hayley – You would notify the office and we would get the forms to the housing operations department and they would send the contractor out to spray your house if need be.

Q - Why have the dumpsters been taken away at Foote?

Hayley – There were 29 (big) dumpsters, now they have limited one or maybe two dumpsters per area.

Q- What happens to the electric gates when the lights go out?

Bob - There is a backup system. When the power goes out the gates would open.

Q - What are yall talking about the demolish/demolition plan?

Bob - I discuss demolitions and dispositions across the whole housing authority. If you want to have a lot of specifics on which sites are going to be demolished or sold it's in copies of the plan here. For the purpose of everyone here we do not have in the near future any plans for demolition or disposition at either Foote Homes or Cleaborn Homes.

Q - Can we have a mailbox within walking distance?

Partee – I recommend that you meet with your resident president (Connie Askew no longer Cleaborn president.). On July 15th an election will be held for presidents and other officers of your resident association. We will April 15th we will post information of the election, so that if you are interested in running for position and meet all qualifications and there are some activities or concerns in your community you would have an organized body to work on it. So look out for the notice of the election.

Q - Are yall going to fix up the inside of these apartments? They need paint ant my ceiling was coming down, I had to sit it up myself.

Partee – What's your address? 585 St Paul #A

Q – I have small children, I have paint peeling off the wall and they eat the paint.

Partee – The manager is here, if you have any reports of maintenance give him the manager your address.

Q – What can yall do about the pigeons?

Partee – Stop feeding them?

Q - Why are contractors skipping apartments? The contractors are skipping apartments, the apartment next to me has been vacant a year and the mice are getting in my washing machine. There is trash in that apartment.

Bob - When we start to develop a contract we start on a given date. What's your address?
583 St. Paul #E

Partee – You all realize that Mr. Cowan has only been here two weeks. Give him a chance. If you have complaints, called in and no one has done anything about it. It's because the management has changed.

Q – what do we have to do to get a bigger apartment? I have two children and one on the way.

Partee – I want to talk to you after the meeting.

A resident thanked the new manager (Mr. Cowan).

Q – Will we still have security?

Partee – That's why the security fencing was put up. If you observe criminal activity call the police.

Meeting adjourned 5:10 p.m.

**Public Hearing For PHA Plan
Graves Manor Residents
Tuesday, March 2, 2004
4:00 p.m.**

The MHA Staff met with the residents of Graves Manor on Tuesday, March 2, 2004 at 4:00 p.m. at Graves Manor Community Center.

In attendance

Bob Kurtz – Program Manager, Capital Improvements

Gregory Perry – MHA Staff Attorney

Jacqueline Partee – Director of Human Services

Belinda Allen – Asst. Mgr, Graves Manor

Louise Jeffries – Resident Association President, Oates Manor

Belinda Allen – Introduces herself as the new assistant manager and Ms, Conway as the new manager (not present). She informs residents that she is here to serve and if there were any questions or problems that anyone may have she would be glad to address them after the meeting.

Capital Improvement - Bob Kurtz

Bob Kurtz advised the residents that the overview of the Annual and 5-year Plan is a HUD requirement and a good opportunity to get feedback from residents. Copies of the PHA Plan were made available at the meeting and the managers would have copies.

Welcome and Introduction of staff to the residents.

Lamar Terrace

- Development closed
- Requested funds from HUD to demolish and rebuild
- Will know within next 30days
- Upon approval will demolish within the next year.

Footie Homes

- Finishing up fencing project
- Laundry Facility (2) Proposals on where sited to Executive Director
- Long Term - 7-10 years for neighborhood reconstruction.

Dixie Homes

- Finishing fencing.
- Two more units to complete in renovation project
- Laundry facility (in future)
- One demolition plan (Boys' & Girls Club Gym - unsafe)
- 3 – 5 years neighborhood rebuild

Hurt Village

- Demolished
- Reconstructing onsite- offsite

Oates Manor

- Vacated
- Demolished by the end of the year

Cleaborn Homes

- Finish fencing
- Laundry facility
- Major reconstruction 3-5 years.
- Will rebuild single family homes on Georgia Avenue

Fowler Homes

- Demolish portion
- Approval to sell (must request permission form HUD)
- Portion will be sold to Church and God in Christ.
-

Barry Towers

- New Façade

R.Q. Venson Center, Jefferson Square and Borda Towers

- Finishing fencing

Graves Manor

- Disposition to sell (application on desk awaiting review)
- Relocation effort through this summer (particularly for those families with children will have their children enrolled when the new year starts).
- Staff will return to development in next 40-45 days to discuss relocation (options and how it works).

Walter Simmons

- Closed to sell by the end of the year.

Cypresswood, Fowler Homes, Horn Lake Heights, Ford Road,

- Listed in order of reconstruction
- Demolished

Texas Courts

- Planned to sell

Alabama Plaza

- Finishing construction project.

R- Why are they selling the properties?

Bob - MHA was asked by HUD to look at long-term liability. Will rent be able to support property? Also looking at the condition of the units.

Q - Will it still be public housing?

Bob- About 40% at each of the sites will be public housing.

Q - How long will we be out here?

Bob - We have not set a firm timeline to start that process. The plan is to allow all the residents that move so that the children are in their new school. It's usually a 90-day window.

Jeffries – Please explain to them about the utilities when they move.

Partee - We will put that question on hold. (Wait on Carol Rhea to attend meeting.)

Legal – Gregory Perry

Greg Perry advised residents of Do's and Don'ts of the tenant lease agreement. (A copy of the lease agreement was passed out.) The plan submitted to HUD does not include any changes.

Q - I want to know about this gas bill?

Partee -

- In section 8 you would have to have utilities in your name.
- Make sure you don't owe MHA.
- Good rent payer
- Everyone in section 8 does not get a utility check. You have to pay a portion of your utilities. If you do not pay you can lose your Section 8.
- Follow rules
 - Pay rent
 - Keep house clean
 - Letting the inspectors in to inspect.

- People not on the lease, living with you –violation.

Partee - Don't be the person that we have to make an example of. Be cause we will enforce the lease. The rent is due the 1st of everyone month. There is a grace period until the 0th of each month. If possible pay before the 1st.

Q - What is the late fee?

Greg - The late fee is 10% of outstanding rent not to exceed \$10.00.

Q - What is you pay rent and not excess utilities?

Partee – Your utilities are part of your rent. If you have not paid utilities and have paid rent you still owe.

Q - How long will MHA be involved in Section 8?

Partee – You have to be certified every year.

Greg - As long as the voucher is funded by the agency.

Partee - We will start having meetings regarding relocation, the Section 8 experts will be here.

Q - How do you determine if we get a Section 8 voucher or a public housing apartment?

Partee – They will ask you what is your preference.

Q - How can you pay excess utility when it's more than my rent?

Partee – Go to manager. An Option is getting a meter reader to come out and identify the problem. Some residents use their ovens for heat.

Q - what do when the downstairs is cold and upstairs is hot?

Partee – you all are answering your own questions. The apartments are not in good condition; you don't have ample heating and ventilation.

Q - What if you want to transfer to another vacate apartment at another development?

Greg – The staff will be out very soon, just wait.

Q - If I decide to stay in Public housing, where will I go?

Bob - Make a decision from the sites that are available.

Q - How do they go all the way back to December to get access utility?

Allen – Excess utilities that you are charged are two months behind. MHA pays their part and the residents pay the rest. Including gas and electric.

Greg – If you are having problems with the manager go to their supervisor.

Q - Why is it the same amount every time?

Allen - Based on usage

Meeting adjourned at 4:45

**Public Hearing For PHA Plan
Paul Borda Towers Residents
Tuesday, March 3, 2004
4:00 p.m.**

The MHA Staff met with the residents of Paul Borda Towers on Wednesday, March 3, 2004 at 4:00 p.m. at Paul Borda Community Center.

In attendance

Bob Kurtz – Program Manager, Capital Improvements

Gregory Perry – MHA Staff Attorney

Jacqueline Partee – Director of Human Services

Mike Swindle – Senior Project Mgr

Linda Ballard – Manager

Alice Neal – Service Coordinator

Rosemary Little - Asst. Mgr

Lizzie Yancey – Resident Association President

Jacqueline Partee – Introduces staff.

Capital Improvement - Bob Kurtz

Bob Kurtz advised the residents that the overview of the Annual and 5-year Plan is a HUD requirement and a good opportunity to get feedback from residents. Copies of the PHA Plan were made available at the meeting and the managers would have copies.

Demolition is underway at five of the sites and may have demolition at 2 more within the next three months with approved funding.

Lamar Terrace

- Vacant
- Requested funds from HUD to demolish and reconstruct.

- Major reconstruction in the downtown area.
- Demolition by the end of the calendar.
- Reconstruction at southern boundary all the way up to Union Avenue.

Foote Homes

- Finalizing fencing project
- Long Term - 7-10 years for neighborhood reconstruction.

Dixie Homes

- Finishing gate repair/installation.
- Site work
- More vacant unit repair in the next couple years.
- Laundry facility (in future)
- 3 – 5 years neighborhood rebuild

Hurt Village

- Demolished
- Reconstructing onsite
- Single family home construction (Uptown area)
-

Oates Manor

- Vacated
- Received bids for fencing
- Expect to hear from HUD on funding of demolished.
- Next 2-4 years with New Chicago area neighborhood reconstruction effort.

Cleaborn Homes

- Finalizing fencing
- Continue vacant unit repairs
- Laundry facility
- 25 single family homes along Georgia Ave

Fowler Homes

- Complete demolition portion
- Portion will be sold to Church and God in Christ.
- Will rebuild 80-unit senior center on front portion.
- 72 single bedroom units 2 bedroom units in the three story building
- 40 single family homes

Barry Towers

- New Façade
- Finishing up elevator repairs
- Finishing fence along Lauderdale and Exchange Ave. after Lauderdale construction is complete.

R.Q. Venson Center

- Finishing security enhancements
- Finishing elevator repairs

Borda Towers

- Finishing fencing
- Project manager would take a look at elevators

- Unit modernization repairs 2009-2012

Graves Manor

- Proposed to sell
- Relocation over this

Walter Simmons

- Submitted application to HUD for disposition.
- Expecting approval in 90 days

Jefferson Square

- Come back and do assessment of each high rise, each is approximately 30 years old
- 5-6 years any major revitalization for high rises.
- Assessments
 - Earthquake proofing
 - Water system
 - Evaluate against current building codes
 - 5-7 years
 - No plan to move residents

Horn Lake Heights

- Just about complete with demolition
- Reconstruction in 2005

Montgomery Plaza

- Contract to repair units and roofing
- 100 units – 19-20 in scope of work.

Cypresswood

- Planned to sell

Alabama Plaza

- Completed demolition
- First of revitalization
- Coming back with 142 units
- Expecting to start in fall upon approval.

Hawkins Mill

- Completed demolition
- Start construction in ninety days
- 84 dwelling units on portion of land
- MHA considering 10-12 single family homes on Hawkins Mill Road

Ford Road

- Vacant
- Rebuild 2006 – 2007

Texas Courts

- Proposal to sell

Alabama Plaza

- Completing drainage repair project
- Security enhancements, Gates and card access

College Park

- Security enhancement
- Land disposition requirement

S- How are we going to get the problems fixed in this building, since we do have five to six years?

Bob - It depends on the nature of the problem. If there is a specific maintenance problem report that to the property manager. If there were major construction problems we would take a look at that. The first avenue is the property manager regarding maintenance issues.

Q - Will we be relocated from Borda?

Bob- There are no plans for demolition or disposition at Borda Towers. Plan outlines in the next five years what will be done.

Q - When are renovations in this building?

Bob - 2009-2012

Q - Why has Borda towers been pushed back?

Bob- Based on availability of funding.

Q - Have they done roofing at Barry?

Bob - Yes, Part of Barry parking lot change is part of Lauderdale Court.

Q - I had a water leak on the weekend. I called emergency crew they never showed up.

Bob- I will discuss with Property Operation Director.

Q - Why are we the last to get anything done?

Bob - I will take a look at projections.

Q - Why is it just a few Public Housing units in new apartments?

Bob- Based on HUD guidelines. When we rebuild on site maximum of 50% public housing units.

Q - Why are so many being torn down?

Bob - HUD looks at economical liability. HUD only allows a certain amount of money.

Legal – Gregory Perry

Greg Perry advised residents of Do's and Don'ts of the tenant lease agreement. (A copy of the lease agreement was passed out.) The plan submitted to HUD does not include any changes.

Q - How often do they paint?

Bob – Depends on individual building. There is a 3-5 year cycle.

Q - Whatever they are giving for the roaches is making them bigger.

Greg – Take back to Asset Management people who are responsible for pest control.

Greg – Rent is due on the 1st and late after the 10th. Late charge is 10% up to maximum of \$10.00.

Rosemary - Dove have grounds to cancel the lease?

Greg - Yes.

Q- How many times can the rent be late?

Greg – 14 days to pay, if not paid you will go to court. If constantly pay late, lease will be cancelled.

Meeting adjourned at 4:45

**Public Hearing For PHA Plan
Jefferson Square Residents
Thursday, March 4, 2004
4:00 p.m.**

The MHA Staff met with the residents of Jefferson Square on Thursday, March 4, 2004 at 4:00 p.m. at Jefferson Square Community Room.

In attendance

Bob Kurtz – Program Manager, Capital Improvements

Gregory Perry – MHA Staff Attorney

Jacqueline Partee – Director of Human Services

Mike Swindle – Senior Project Manager

Juanita Madere – Lead Service Coordinator

Donna Taylor - Manager

Tammie Moss – Asst. Mgr

Alice Neal – Service Coordinator

Albert Sanders – Resident Association President

Micheal Randolph – Building engineer

Albert Sanders – Opened meeting with prayer.

Jacqueline Partee – Introduces staff

Capital Improvement - Bob Kurtz

Bob Kurtz advised the residents that the overview of the Annual and 5-year Plan is a HUD requirement and a good opportunity to get feedback from residents. Copies of the PHA Plan were made available at the meeting and the managers would have copies.

Lamar Terrace

- Vacated
- Application submitted to HUD to demolish
- Demolition planned for end of calendar year.

Foote Homes

- Finishing up security enhancements, fencing project
- Laundry Facility on each of two halves
- Long Term - 7-10 years for neighborhood reconstruction.

Dixie Homes

- Finishing up security enhancements.
- Contract to repair 120 vacant units
- Laundry facility (in future)

- Demolition plan (Boys' & Girls Club Gym - unsafe)
- 3 – 5 years neighborhood rebuild

Hurt Village

- Demolished
- Reconstructing onsite- offsite
- Eleven homes under construction, some public housing and some homes for sale.

Oates Manor

- Vacated
- Received bids for fencing
- Demolished by the end of the year upon funding
- New Chicago area

Cleaborn Homes

- Finish security fencing
- Turned over 20 units in 90 unit reconstruction renovation effort
- Laundry facility
- Major reconstruction 3-5 years.
- Construction of 25 single family homes on Georgia Avenue
- Each home will be public housing units

Fowler Homes

- Finishing up demolition
- 2/3 to be sold to Church and God in Christ.
- Tow disposition applications for portion
- 80 unit senior center

Barry Towers

- Barry Homes has been changed to Barry Towers
- New Façade
- Finishing up elevators repairs
- Within next thirty days kicking off fencing project.
- Unit renovations in next 8 - years

R.Q. Venson Center

- Finishing fencing
- Finishing elevator repairs
- Repair units and exterior façade 2007-2009

Graves Manor

- Disposition to sell
- Application pending at HUD

Jefferson Square

- Card readers have been installed
- Issue cards within next thirty days.
- Finished elevator repairs
- 2012-2014 unit modernization.

Horn Lake Heights

- Finishing demolition
- Neighborhood revitalization, rebuild 100 units. 40% public housing

Montgomery Plaza

- Repair 19 units
- Replace all roofs
- Central air and Heating units

Borda Towers

- Security enhancements
- Elevator repair work
- 2009-2012 unit modernization

Cypresswood

- Demolished
- Start this fall neighborhood reconstruction 142 units. 40% public housing.

Ford Road

- Finish demolition

Hawkins Mill

- Started demolition

Walter Simmons

- Closed to sell by the end of the year.

Issue cards within next thirty

Cypresswood, Fowler Homes, Horn Lake Heights, Ford Road,

- Listed in order of reconstruction
- Demolished

Texas Courts

- Planned to sell

Alabama Plaza

- Finish fencing
- Site improvements
- Finishing construction project.

College Park

- Fencing

Q- When will be renovation at Jefferson?

Bob - 2012-2014.

Q - In renovation process of tenants, how will MHA handle moving tenants and personal property?

Bob- Looking at various options. To move people out as come to specific high rise. Relocation is MHA's responsibility.

Q - Is it an option to stay in the building or move to a new site??

Bob - Looking at occupancy rate. No capacity at this present time, potential to same facility.

Q – Would there be cameral on floors and in parking lot?

Bob – Architecture firm is looking at each high rise building regarding cameras. Keep consistent across the developments. Addressing right now with respect to Gates and Parking lot.

Q – Why does the bell just ring? (fire alarm)

Donna – It is standard for the alarm to sound on particular floors. If it sounds you need to evacuate, if there is no emergency you may reenter the building

Q – Will you make one bedrooms out of the efficiencies?

Bob – We would have to look at a structural standpoint.

Q – It's been raining in my window for the past 3-4 years. I told my manager. #1001 Wesley McDaniel

Michael – All windows have been given to Mr. Nelms.

Bob – I will talk with Mr. Nelms and check on the status of the windows.

Legal – Gregory Perry

Greg Perry advised residents of Do's and Don'ts of the tenant lease agreement. (A copy of the lease agreement was passed out.) The plan submitted to HUD does not include any changes.

Q - Are access cards restricted to tenant use only?

Bob - MHA residents and staff

Q - Handicapped need access to closer spots.

Bob - Reconfigure parking lot – allow public access to portion. This is something that can be addressed to Mr. Webb. And Ms. Taylor

Meeting adjourned at 4:35

**Public Hearing For PHA Plan
Barry Towers Residents
Friday, March 5, 2004
4:00 p.m.**

The MHA Staff met with the residents of Barry Towers on Friday, March 5, 2004 at 4:00 p.m. at Barry Towers Community Room.

In attendance

Bob Kurtz – Program Manager, Capital Improvements

Gregory Perry – MHA Staff Attorney

Donna Taylor – Manager

Zenobia Reed – Asst Manager

Brenda Blevins – Service Coordinator

Rosie Meredith – Resident Association President

Gwen Shepard – Secretary

Rosie Meredith – Opened meeting with prayer.

Bob Kurtz – Introduction of staff

Capital Improvement - Bob Kurtz

Bob Kurtz advised the residents that the overview of the Annual and 5-year Plan is a HUD requirement and a good opportunity to get feedback from residents. Copies of the PHA Plan were made available at the meeting and the managers would have copies.

Lamar Terrace

- Vacant
- Requested funds to demolish.

- Demolition by the end of the calendar.
- Reconstruction at southern boundary all the way up to Union Avenue.

Foote Homes

- Finalizing fencing project
- Long Term - 7-10 years for neighborhood reconstruction.

Dixie Homes

- Finishing fencing project.
- Site work and additional sidewalks
- Demolish Boys & Girls Club
- Laundry facility (in future)
- 3 – 5 years neighborhood rebuild

Hurt Village

- Demolished
- Reconstructing onsite
- Single family home construction (Uptown area)

Oates Manor

- Vacated
- Received bids for fencing
- Expect to hear from HUD on funding of demolished.
- Next 2-4 years with New Chicago area neighborhood reconstruction effort.

Cleaborn Homes

- Finalizing fencing
- Access drives as well as pedestrian gates
- Laundry facility
- 3-5 years neighborhood revitalization

Fowler Homes

- Process of disposition
- 2/3 will be sold to Church and God in Christ.
- Will rebuild 80-unit senior center on front portion.
- 72 single bedroom units 2 bedroom units in the three story building
- 40 single family homes

Barry Towers

- New Façade
- Interior
- Lights
- Cleaning brick
- Finishing up elevator repairs
- Finishing ornamental fence along Lauderdale and Exchange Ave. after Lauderdale construction is complete.

R.Q. Venson Center

- Finishing security enhancements
- Finishing elevator repairs

Borda Towers

- Security enhancements

- Elevator repairs
- Unit modernization repairs 2009-2012

Graves Manor

- Request to HUD to sell

Walter Simmons

- Application for sale of site

Jefferson Square

- Security enhancements
- Elevator repair
- 2012-2013 unit revitalization.

Horn Lake Heights

- Just about complete with demolition
- Reconstruction in 2005

Montgomery Plaza

- Completed demolition
- 2005 – 40 units public housing
- Porches
- Heat/ventilation

Cypresswood - Hawkins Mill – Ford Road

- Will be demolished
- Cypresswood & Ford Road 2-3 years to rebuild
- Demolition construction will start 60/90 days to be complete next year.

Texas Courts

- Proposal to sell

Alabama Plaza

- Water penetrating into building

College Park

- Finishing homeownership phase
- First five done rest completed by June of 2004

R- They took the Patio, will there be one replaced in the area to barbeque?

Bob - Back near the generator building, needed parking lot to establish for Lauderdale. Check with Ms. Taylor

Q - Will we be able to barbeque?

Donna- There is no assigned area to barbeque, we will look into it.

Q - Are there going to be any renovations in the entire building?

Bob - Yes.

Q - Are the handicapped units going up to the 5th floor?

Bob - I think as high as the 3rd floor. 4-5 years there will be some moving around.

Q - The elevator shakes, scrapes and makes a lot of noise.

Bob - I will have the project managers take a ride on it.

Q - At any time can the residents assume the responsibility of buying materials and repairing units and allowed to paint our own rooms?

Donna- No.

Ms. Meredith - Need address in front of building.

Bob - Building ornamental fence with standard sign.

Legal – Gregory Perry

Greg Perry advised residents of Do's and Don'ts of the tenant lease agreement. (A copy of the lease agreement was passed out.) The plan submitted to HUD does not include any changes.

Meeting adjourned 4:30 p.m.

**Public Hearing For PHA Plan
College Park Residents
Monday, March 8, 2004
4:00 p.m.**

The MHA Staff planned to meet with the residents of College Park Monday, March 8, 2004 at 4:00 p.m. at W.W. Herenton Renaissance Community Building.

In attendance

Bob Kurtz – Program Manager, Capital Improvements

Gregory Perry – MHA Staff Attorney

Yvette Camel-Smith, Deputy Director of Legal Services

Michael Swindle – Senior Project Manager

Luretha Phillips – HOPE VI Manager/Asset Management

Residents – “NO SHOW”

Meeting adjourned 4:20 p.m.

**Public Hearing For PHA Plan
R.Q. Venson Center Residents
Tuesday, March 9, 2004
4:00 p.m.**

The MHA Staff met with the residents of R.Q. Venson Center met on Tuesday, March 9, 2004 at 4:00 p.m. at R. Q. Venson Center Community Room.

In attendance

Bob Kurtz – Program Manager, Capital Improvements

Gregory Perry – MHA Staff Attorney

Jacqueline Partee – Director Human Services

Linda Ballard – Manager

Delores Harris - Resident Association President

The residents opened the meeting with prayer.

Capital Improvement - Bob Kurtz

Bob Kurtz advised the residents that the overview of the Annual and 5-year Plan is a HUD requirement and a good opportunity to get feedback from residents. Copies of the PHA Plan were made available at the meeting and the managers would have copies.

Lamar Terrace

- Vacant
- Requested funds to demolish.
- Demolition by the end of the calendar year.

Foote Homes

- Finishing security fencing
- Laundry facility
- Long Term - 7-10 years for neighborhood reconstruction.

Dixie Homes

- Finishing fencing project.
- Finish repair 120 vacant units
- Demolish Boys & Girls Club
- Laundry facility
- 3 – 5 years major reconstruction

Hurt Village

- Demolished
- Single family homes
- 175 new homes in the next 3-5 years
- Reconstructing onsite
- Single family home construction (Uptown area)

Finished Uptown Square and Greenlaw.

- Lauderdale - Priority

Oates Manor

- Vacated
- Preparing to put up fence.
- Next 2-4 years with New Chicago area neighborhood reconstruction effort.

Cleaborn Homes

- Finishing security fencing
- Vacant unit repairs
- Laundry facility
- Single Family homes
- 3-5 years neighborhood revitalization

Fowler Homes

- MHA finishing demolition
- Next year reconstruction
- 2/3 will be sold to Church and God in Christ.
- Will rebuild 80-unit senior center on front portion. 41 public housing units.
- 72 single bedroom units 2 bedroom units in the three story building

- 3-5 years major reconstruction

Barry Towers

- Finishing exterior work, Façade
- Interior first floor
- Finishing up elevator repairs
- Finishing ornamental fence along Lauderdale and Exchange Ave. after Lauderdale construction is complete.
- Complete unit repairs in 10 years

R.Q. Venson Center

- Finishing security enhancements
- Finishing up gate at Danny Thomas left as public gate, may lock at night
- Finishing elevator repairs
- Later this month training for gate access cards

Q - Elevators make loud noise, freight elevator grinds, down button not working.

Bob - The Project manager will investigate.

2007-2009 Unit modernization repairs at Venson. Venson is the first to go through renovation process. Depends on funding level. MHA staff will come back to discuss with tenants

Graves Manor

- Disposition
- Application to HUD to sell
- 85 residents

Borda Towers

- Security enhancements
- Elevator repairs
- Unit modernization repairs 2009-2012

Jefferson Square

- Security enhancements
- Elevator repair
- 2012-2013 unit revitalization.

Horn Lake Heights

- Completed demolition
- Next year high rise reconstruction
- 40 public housing, 60 mixed income environment

Montgomery Plaza

- 100 units – 19 under renovation
- Replacing roofs and central air in the next 30-60 days
- Security fencing

Cypresswood

- Demolition complete 128 units
- Will reconstruct 142 units – 40% public housing 128 units
- Will start this fall pending funding.

Ford

- Clean up of hazardous material
- Demolition complete in next 45 days

- 2006-2007 Rebuild

Texas Courts

- Planned to sell

Alabama Plaza

- Finishing security work
- Finishing water prevention and water penetrating into building

College Park

- Finishing homeownership phase
- First five completed
- Contracts on purchase

S- What is the reason why we are being put further back?

Bob - The Annual Grant for Capital from \$13 million to \$8 million a year for capacity for construction. We will make every effort to identify when we will have funding. HUD is reducing funding.

The property manager will do a building assessment to assess each building to determine what it will take to bring the buildings up to current building code, the building code changes. Consultant will tell Bob the amount allowed for building. Only 50% goes to Capital construction to develop how much money is going to take to fit into projection.

Q - When and how long do I have to wait on repairs to my apartment? I'm on my 4th manager and they keep telling me to wait. Apartment #302

Bob- I will talk to Dan Nelms.

Legal – Gregory Perry

Greg Perry advised residents of Do's and Don'ts of the tenant lease agreement. (A copy of the lease agreement was passed out.) The plan submitted to HUD does not include any changes.

Q - What do they mean by pay utilities?

Greg - MHA covers the utilities in the high rises.

Q - Can you please read the lease, some of us cannot read.

Greg - Reads lease agreement.

Q- Why can't you change the paint?

Greg - There is a uniform paint, tenants may select paint.

Q- I am a manic depressant, I was told I could paint as long as it is pastel.

Greg - If medical, then you can go to management if you have a certain disability or handicap.

Q- The lights keep blinking off and on in my apartment. Apartment #707

Q- How much are court costs?

Greg - \$92.00 plus \$30.00 and you should pay to MHA.

Q- I paid court cost but they had no record downtown.

Greg - Pay manager, there will be a judgment. I will send a letter stating that judgment satisfied if paid.

Q- Has the lease been revised

Greg - No.

Q- How often do they evaluate the lease?

Greg - Each year. The five-year plan meeting is your chance to comment.

Q- When people move in and out it is a hardship on the elevators.

Greg - Please direct all comments to Ms. Partee.

Meeting adjourned 5:15 p.m.

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INTRODUCTION

The Memphis Housing Authority has developed this administrative plan in accordance with the Final Rule published in the Federal Register on September 12, 2000. The final rule was authorized by Section 8(y) of the United States Housing Act of 1937, as amended by Section 555 of the Quality Housing and Work Responsibility Act of 1998. The following “Home Ownership Option” provides tenant-based assistance to an eligible family for the purpose of purchasing and occupying a home.

The MHA Board, upon recommendation from MHA staff, will have responsibility for approving any appropriate changes to the Program. MHA will be responsible for complying with all subsequent changes in HUD regulations pertaining to this Program. If such changes conflict with this Plan, HUD regulations will have precedence.

The policies set forth in this Program Plan are based on the September 12, 2000 final rule and October 18, 2002 revision. If there are conflicts between this Plan and language in an owner’s Housing Assistance Payments contract, the language in the contract will prevail.

STATEMENT OF PROGRAM APPROACH

The purpose of this Administrative Plan is to offer qualifying families the option of homeownership through the new Section 8 Homeownership Assistance Program (SHAPE). The mission of this program is to provide homeownership possibilities through a system grounded upon self-sufficiency, training, counseling and support. As a result, the program will empower people by virtue of becoming new homeowners, foster community pride, and create economic growth while minimizing mortgage defaults.

The Memphis Housing Authority is providing homeownership opportunities through Section 8 rental assistance vouchers. Vouchers may be used to assist you in purchasing an existing single-family home or a home under construction. The Section 8 Homeownership Assistance Program (SHAPE) is available to help participating families transition into homeowners. Qualified individuals can purchase a home and receive a mortgage subsidy for up to 15 years on a 30-year mortgage.

To qualify for assistance under the SHAPE, a family must meet the general requirements for admission to the section 8 tenant-based voucher program and additional special requirements for homeownership assistance. The criteria for determining the amount of the section 8 vouchers are the difference between 30 percent of a household’s income and their total mortgage payment. The housing assistance payment (HAP) combined with income, equals the total mortgage payment which includes principal, interest, taxes and insurance (PITI) made by the household. Although, the homeownership program is open to Section 8 participants, not every Section 8 tenant-based family may be eligible for homeownership assistance.



Qualification for Home Ownership Assistance:

The prospective purchaser must meet the following eligibility criteria in order to participate:

- a. Be a Section 8 Voucher holder who is eligible to move.
 - b. Employed for a minimum of one year and work at least 30 hours per week (employment history requirement is not applicable to elderly and disabled families)
 - c. Have a minimum yearly income of \$14,100
 - d. Complete a certified home-ownership counseling program
 - e. First Time Homebuyer or have not owned a home in the past three years
 - f. Enrolled or completed a MHA approved Preparatory Program or have established an Individual Development Account under the auspices of the RISE Foundation. The guidance of these programs will assist the eligible applicant to become mortgage ready.
1. A family must meet the general requirements for admission to the Section 8 tenant-based voucher program (§982.627).
 2. A family must satisfy the minimum income requirements (§982.627c). The family must demonstrate sufficient income to meet a minimum income standard, which is intended to assure that a family will have sufficient income to pay a mortgage and other family expenses not covered by the HAP.
 3. A family satisfies the employment requirements (§982.627d). The family must be able to demonstrate, at the time that the family initially receives home ownership assistance, that one or more adult members of the family have achieved employment for a one year time period as required by HUD’s guidelines. The family must demonstrate that one or more adult members who will own the home is currently employed on a full-time basis (not less than an average of 30 hours per week) and has been continuously employed during the year before commencement of home ownership assistance. Public Housing Relocation participants within HOPE VI must satisfy this requirement as well. Employment history is not applicable to elderly or disabled families.
 4. The family member who will be responsible for the mortgage must attend and satisfactorily complete a pre-assistance home ownership and housing counseling program required by MHA before commencement to homeownership assistance (§982.630).
 5. The family must be a first-time homebuyer or have not owned a home within the last three years (§982.627b). To qualify as a “first-time home owner” the assisted family may not include any person who owned a “present ownership interest” in the residence of any family member in the last three years, and neither the head of household or spouse has defaulted on a mortgage obtained through the home ownership option. (Example: a possible exemption from the first-time home ownership eligibility requirement is a divorced spouse who does not



currently own a home but had joint ownership of a home with their ex-spouse in the last three years.)

6. The prospective purchaser must be low or very low income (as defined by HUD based upon family size) at the time the household initially occupies the property. (Gross Annual Income equals total monthly income, received monthly by each adult member of the household multiplied by twelve (before taxes and other deductions). This includes all wages, social security payments, unemployment benefits, interest and dividends payments, child support, and rent royalties. Welfare assistance may not be included.
7. Head of Household or spouse must be enrolled or have completed a MHA approved Preparatory Programs or RISE Foundation Save Up Program for the home ownership option. The enrollment is waived for public housing residents who are relocating due to HOPE VI projects and if they are or have paid monthly rent exceeding \$600.

HOMEOWNERSHIP SELECTION PROCESS:

Application will be selected in accordance with Federal Regulations as published by the U.S. Department of Housing and Urban Development. Procedures will be as follows:

A. Eligible Parties:

1. MHA resident who is lease-compliant and is relocated from public housing as a result of dislocation due to demolition or redevelopment of their unit, and who selects SHAPE as their permanent or temporary housing choice in their initial right of return re-certification.
2. Present Section 8 voucher holders that have been within the Section 8 Program for least one year.
3. All home ownership applications will be accepted for consideration during open enrollment.

B. A preliminary review of the application will be made to determine whether:

1. The application is complete;
2. Credit references and rental history have been provided; and,
3.1. The applicant satisfies HUD requirements of eligibility. |
 - a. Only U.S. citizens and non-citizens with eligible immigration status are eligible for homeownership assistance from HUD.
 - b. The applicant’s gross annual income as defined by HUD may not exceed the median income limit as published by HUD. The applicant must be willing and able to pay their portion of the housing expenses, calculated under the Section 8 guidelines.



- c. All household sizes are eligible, provided the household size does not exceed the maximum family composition as shown in Subsidy Standards and Eligible Property Section. The unit must be the family’s primary residence.

C. Selection criteria is based up on, but not limited to, the participant’s ability to provide the following:

- a. Demonstrated ability to make timely payments, reflective of history of timely rental, utilities, telephone payments, etc;
- b. Verification from two prior landlords showing a history of properly maintaining the unit;
- c. Verification on prior subsidized housing history, concerning, but not limited to, tenancy termination for fraud, non-payment and/or a failure to cooperate with re-certification procedures;
- d. Good credit references;
- e. Demonstrated ability to maintain present housing in clean, safe and sanitary condition;
- f. Family size appropriate for available housing;
- g. Birth certificates, social security numbers and other legal documentation as requested;
- h. Be able to pass criminal background record check; and
- i. Be able to pass verification of any illegal drug usage and/or activity by any household members.

INCOME AND EMPLOYMENT ELIGIBILITY

Final Rule (§982.627c & d)

For the SHAPE Program, at the time of admission, a family must have on annual income of \$10,300. The participant must have been continuously employed for a minimum of one year. However, the eligible participant must also meet the income and employment requirements established by the lender for a first mortgage loan. The participant must remain employed during the term of homeownership assistance. If employment termination should occur, the participant will receive assistance in searching for new employment through MHA Resident Employment Training Center or any Workforce Development Center. Employment history is not applicable to elderly or disabled families.

Public assistance income cannot be used to determine the family’s minimum income to qualify for home ownership assistance. Public assistance is counted for other program purposes such as income eligibility for the voucher program. However, public assistance income of an elderly family (62 years plus) or disabled family (a family whose head or spouse is elderly or disabled) will count in determining whether the elderly or disabled family has the minimum income to qualify for home ownership assistance. This public assistance only applies to families that satisfy the statutory definition of elderly or disabled family. Public assistance does not apply in the case of a family that includes a disabled person other than the head of household or spouse.

PARTICIPANT’S CONTRIBUTION

Final Rule (§982.625d)



Participants are required to make a minimum downpayment of three (3%) percent. At least one (1%) percent of the downpayment must come from personal savings. The balance of the downpayment may be advanced from the FSS escrow account, gift, or other sources such as City of Memphis, HCD Division, Down Payment Assistance Program, Tennessee Housing Development Agency Program and non-profit organizations.

HOMEOWNERSHIP COUNSELING

Final Rule (§982.630)

The program participant must participate and satisfactorily complete MHA's required pre-assistance homeownership and housing counseling program. This program may consist of a one-on-one session or a classroom style approach with potential homebuyers. The participants will be referred to a HUD-approved housing counseling agency. The housing counseling agency will be required to provide a minimum of 8-10 hours of homebuyer education and training and homebuyer pre-qualification to all program participants. The pre-assistance counseling program will cover the following subjects:

- Home maintenance (including care of grounds)
- Budgeting and money management
- Credit Counseling
- How to obtain home ownership financing and loan pre-approvals
- How to find a home and negotiate the sale price
- Information on Fair Housing
- Counseling will be adapted to family's needs

On-going counseling will be extended at the discretion of MHA based on individual family circumstances. In the event of mortgage payment delinquency, the counseling agency will ascertain the circumstances that led to the default and develop a corrective strategy in conjunction with the participant, the MHA Family Self-Sufficiency Client Services Representative and/or MHA Homeownership Program Coordinator.

SHAPE PROGRAM

The SHAPE Program will accept participants from any MHA pre-approved Homeownership Program. The programs outlined below are preparatory programs which are designed to provide various levels of supports to families who are interested in homeownership.

The SHAPE Program is a fast track program which is designed for families who meet all eligibility criteria and have resolved any potential credit issues. Once a family is referred to the SHAPE Program., they will be required to complete all required homeownership classes within ninety days, select a mortgage lender and begin the pre-qualification process. Once the family has provided evidence that they have complete all homeownership classes and have been pre-qualified by a lender, MHA will issue the family a homeownership voucher. The family should identify a home to purchase within sixty days of the issuance of the homeownership vouchers. Extension may be granted on a case-by case basis.

PREPARATORY PROGRAMS



In order to participate in the Section 8 Homeownership Program, the Head of Household or spouse must be actively participating or have successfully completed an approved Homeownership Preparatory Program. The programs identified below satisfy the requirement:

MHA HOMEOWNERSHIP PREPARATORY PROGRAM

The MHA Homeownership Preparatory Program is designed to work with families who meet the income and job requirements but cannot yet be referred to the SHAPE Program due to credit issues. The program will provide support and educational opportunities for families who want to identify their credit problems, learn how to resolve the issues and work on formulating a plan for achieving homeownership. The program will offer both internal case management and external expert advice on credit and homeownership issues. This program is a self-driven program. Participants is responsible for the initiation and implementation all activities in order to accomplish the homeownership goal.. The length of time that each family may participate in this program will depend on their individual financial and credit situation.

FAMILY SELF-SUFFICIENCY PROGRAM

The Memphis Housing Authority offers a Family Sufficiency Program for Public Housing and Section 8 families. The goal of the FSS program is to assist families in achieving financial independence from all government assistance. Although families in the FSS do not have to elect homeownership as a goal, it is strongly encouraged. The FSS Program offers a variety of supportive services tailored to families who need additional support in areas such as credit repair and money management. Additionally, FSS families have the opportunity to accumulate savings in an FSS escrow account that can be used to cover costs associated with purchasing a home including but not limited to closing and down payment costs.

A family may participate in the FSS and SHAPE program simultaneously. However, an FSS family will not be referred to the SHAPE Program until they have met all applicable criteria and have cleared up any credit issues that would present a barrier to achieving homeownership.

Participants in the Family Self-Sufficiency (FSS) may enroll in the SHAPE Program. Homeownership classes can be used as a goal or activity in their individual plan that will educate them in homebuyer's education, credit assessment and counseling programs... During monitoring meetings, the FSS Client Services Representative will discuss any issues regarding homeownership, ascertain home repair needs and status of payment and savings goals, etc.

Funds from a participant's Family Self-Sufficiency escrow account may be used for down payment assistance and/or home maintenance and improvement purposes . However, a participant must meet the criteria established by MHA. All requests will be examined on a case by case basis.

RISE FOUNDATION AND SAVE UP INDIVIDUAL DEVELOPMENT ACCOUNT INITIATIVE



The RISE Foundation is a non-profit corporation. Its mission is to assist Memphis public housing residents in reaching financial self-sufficiency (including Section 8 voucher holders). The Foundation sponsors Save Up, an individual development account initiative for employed residents. Resident participants enrolled in the program attend economic literacy training, open special savings accounts and save \$25 to \$75 per month. RISE matches participants' savings 2-to-1 up to a combined maximum total of \$5,000. The Foundation partners with agencies that provide credit counseling and asset-specific training. Participants enrolled in the RISE Foundation Save UP program must maintain an Individual Development Account for a period of not less than six months..

SUBSIDY STANDARDS REQUIREMENTS: *Final Rule (§982.402 and 982.503)*

Families may choose to purchase a larger or smaller home as long as the Housing Quality Standards requirements are met. The intent of HUD requirements is that the smallest appropriate bedroom size be assigned to participant families without overcrowding. The following standards are used for the appropriate bedroom size for the homeownership assistance program:

Number of Bedrooms	Number of Persons	
	<u>Min</u>	<u>Max</u>
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10
6	6	12

The subsidy standards are based on the Fair Market Rents (FMR) published annually by the U.S. Department of Housing and Urban Development. The “Payment Standard” reflects the cost of leasing a unit in the Shelby County area. Thirty (30%) percent of the family’s monthly adjusted income may not equal or exceed the payment standard for the unit size the family has been assigned.

A live-in aide may be permitted, if needed, for a person with disabilities.

NOTE: Payment standard is subject to change annually.

ELIGIBLE PROPERTIES: *Final Rule (§982.628)*

Eligible properties will include existing or newly constructed, single family residences, town homes, zero lot line homes and condominiums located within Memphis Housing Authority’s jurisdiction. The purchased property must be used as the principal residence and:

- a. . A Homebuyer must keep the purchased property as the principal residence and may not, at any time, lease the purchased property. Language to this effect will be incorporated into all Section 8 Homeownership documentation;



- b. The seller of the home has not been debarred, suspended, or subject to a limited denial of participation under CFR 24

The purchased property will require inspection by MHA for Housing Quality Standards and by an independent Home Inspector selected by the family. Any repairs noted by either inspector must be reviewed and accepted by the MHA and the purchaser. MHA and the purchaser must conduct the final walk-thru before closing. Annual Housing Quality Standards inspections will not be conducted.

PURCHASE REQUIREMENT

Final Rule (§982.629)

A participant has 180 days from the date of issuance of a Homeownership Eligibility Voucher to locate a home and to execute a contract of sale with the seller. Furthermore, the family must close on the home within a reasonable time, as determined by the MHA. The family will be required to report periodically to the Authority on their progress in locating and purchasing a home.

If the family is unable to purchase a home within the maximum time established by this administrative plan, MHA may issue the family a voucher to lease a rental unit.

SALES CONTRACT

Final Rule (§982.631c)

The participant must enter a sales contract with the seller and provide a copy to MHA. The sales contract must specify:

- a. The purchase price and other terms of sale by the seller to the purchaser.
- b. That the participant will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector and MHA.
- c. That the participant is not obligated to purchase the unit unless the inspection is satisfactory.
- d. That the participant is not obligated to pay for any necessary repairs.
- e. That the purchase price is subject to an independent real estate appraisal.
- f. That the participant shall have not less than thirty (30) days to secure financing.
- g. That the seller is not debarred, suspended, or subject to a limited denial of participation under CFR 24.

The sales contract should include language consistent with the standard Tennessee residential sales contract. The participant should obtain (but is not obligated) legal counsel to review the contract.

HOME INSPECTION

Final Rule (§982.631)

Upon receipt of an executed sales contract, MHA shall arrange and conduct a Housing Quality Standard (HQS) Inspection as established in 24 CFR 982.401. MHA will conduct the HQS Inspection within 3 to 5 business days from the date of the request by the participant.

The participant must also secure an approved independent, bonded home inspector to perform a visual inspection and produce a written report on the condition of the property. The purpose of this



inspection is to determine major defects requiring repairs by the current owner before the property is approved for purchase. The independent inspection and report must cover major building systems and components, including foundation and structure, housing interior and exterior, roofing, plumbing, electrical, and heating systems. The independent inspector must provide a copy of the inspection report both to the family and to MHA.

The participant cannot select a MHA employee or contractor, or any other person under the control of MHA to perform the inspection. However, the independent inspector must meet the qualification standards established by MHA.

After completion of the HQS and independent home inspections, MHA will review the written inspection report and issue a letter qualifying or disqualifying the home. Any repairs deemed necessary by the HQS inspector must be completed before closing on the mortgage at the seller's expense. Repair costs for major items estimated to be over \$1500 will result in a failed HQS inspection and disqualification of the home for assistance under the homeownership option. MHA will not commence homeownership assistance until the property has been inspected and has passed HQS.

Existing and newly constructed homes must be inspected before the closing on the purchase. The sales contract must clearly indicate that execution of the purchase agreement with the seller shall be subject to final inspection and approval of MHA.

SALE OF HOME

MHA will not impose or enforce any requirement for the recapture of voucher homeownership assistance on the sale or refinancing of the home purchased under the SHAPE Program. A participant may purchase another home with homeownership assistance; provided, there is no ownership interest in any property or mortgage loan default and it is the participant's primary home.

Most of the homeownership requirements applicable to the first home purchase remain applicable to subsequent purchases. MHA will determine if further counseling is necessary as well as determining the acceptability of the financing. The family does not have to meet the first homebuyer requirement is the only exception. The established time of fifteen (15) years applies to the cumulative time the family receives homeownership assistance.

FINANCING

Final Rule (§982.632)

MHA is working to establish partnerships with local lenders to create a source for mortgage financing for program participants. At least four lending institutions have been identified for this purpose. MHA is attentive to abusive and predatory lending practices and seeks to maximize the opportunity for homeownership for Section 8 participants by using conforming conventional lending as well as federal insured and state bond financing when appropriate.



The Down Payment Assistance Department of Housing and Community Development will review all mortgage packages to ensure compliance with program guidelines and to identify down payment and closing costs assistance necessary to complete the transaction.

The Housing Counseling Centers will play significant role in credit counseling and credit record reconciliation to prepare participants for mortgage-readiness.

MHA reserves the right to review lender qualifications, loan terms and fees before closing on a loan and authorizing homeownership assistance. Additionally, MHA may disapprove proposed, refinancing or other debt if it is determined that the debt is not affordable or that either the lender or the loan terms do not meet MHA qualifications. In making this determination, MHA may take into account other family expenses, such as childcare, non-reimbursed medical expenses, homeownership expenses, and other family expenses as determined by MHA.

First mortgage lenders are not allowed to charge fees that exceed 1% of market interest rates and/or discounts points applicable to comparable products the lender offers. Owner financing is not permitted unless the seller is a non-profit organization approved by MHA.

MHA will provide a participating lender's list; however, all participants must secure their own financing. Only 30 year, fixed rate, level payment, fully amortizing loans are eligible for use in the program. Participants may not secure adjustable rate mortgages nor mortgages with balloon payments.

Qualifying income will consist of a combination of the participant's Housing Assistance Payment (HAP) paid by MHA and the participant's earned income. The maximum purchase price will be based on mortgage affordability using 29% housing to income and 40% debt to income qualifying ratios and use of any down payment funds secured by the participant.

Currently, the Federal National Mortgage Association (Fannie Mae) and the Federal Home Loan Mortgage Corporation (Freddie Mac) have developed guidelines for approved seller/servicer lenders to follow when originating and delivering Section 8 Homeownership loans to them for purchase. The terms and conditions of the programs are available for approved seller/servicer lenders to add to existing commitments with either or both investors upon request.

COMPUTATION OF HOUSING ASSISTANCE PAYMENT *Final Rule (§982.635)*

MHA will calculate the HAP by using the definitions of annual income and adjustments as defined in 24 CFR Part 5 as the lesser of:

- a. The payment standard minus the total tenant payment
- b. The family's monthly homeownership expense minus total tenant payment

The payment standard for a family is the lower of the payment standard for the family unit size or the payment standard for the size of the home (*Section G. Subsidy Standards Requirements*). If the property is located in an exception payment standard area, MHA must use the appropriate payment standard for the exception payment standard area.



The payment standard for a family is the greater of the payment standard at the commencement of homeownership assistance for occupancy of the home or the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home.

MHA must use the same payment standards schedule, amounts, and subsidy standards for the homeownership option as for the rental voucher program.

Example:

Calculation I

Applicable Payment Standard	\$753	(3 bedroom)
<i>(Use the lower payment standard of the actual unit size or voucher size)</i>		
Less Total Tenant Payment	<u>\$258</u>	(30% of Minimum monthly income)
MHA subsidy amount (HAP)	\$495	

Calculation II

The following calculation is computed if the monthly mortgage payment exceeds the payment standard.

<i>Total Housing Expenses</i>		
Mortgage (P&I)	\$488	(maximum sale price of \$70,000)
Taxes	\$50	
Insurance	\$50	
Maintenance Reserve	\$75	(calculated \$.14 per square footage)
Utility Allowance	<u>\$135</u>	(based on the actual size of the unit)
Total	\$795	
Less Total Tenant Payment	<u>\$258</u>	
MHA Subsidy amount (HAP)	\$540	

The MHA subsidy amount (HAP) is the lesser of calculation I and II. The homebuyer's portion is \$308 and MHA's portion is \$495.

Upon the participant securing an approval for a mortgage, MHA will forward evidence of the Homeownership Option Voucher to the Lender. After loan closing, the mortgage assistance check will be written to the mortgage company, in care of the participating family. MHA shall mail the payment directly to the homeowner on the first of each month. The homeowner will be responsible for mailing their portion and the Housing Authority's portion to the mortgage company. The two payments, when combined, should equal the entire amount of the mortgage payment due for the month. It is the homeowner's responsibility to ensure that the payments are mailed together. Lender's will not accept partial payments. Late payments will be the responsibility of the homeowner.

The participant must notify MHA of any and all late payments within 10 days of payment delinquency.

HAPs may only be paid while the family resides in the home. If the family moves out of the home, MHA will discontinue payment a month after the family moves out and the family is not required to refund MHA for that month.



HOMEOWNERSHIP EXPENSE

Final Rule (§982.635c)

MHA will adopt policies to determine the amount of homeownership expense that will be allowed in accordance with HUD requirements. Homeownership expenses for a homeowner may only include the following expense:

- 1) Mortgage Payment
 - a) Principal
 - b) Interest
 - c) Real Estate Taxes
 - d) Insurance
- 2) Utility costs
- 3) Refinancing Debt
- 4) Assessment on Home
- 5) Home Insurance
- 6) Routine Maintenance Expense (calculated \$.14 per square footage)
- 7) Major repairs and replacements and/or debt incurred to make such repairs
- 8) Cost to make a home accessible to a person with disabilities
- 9) Expense to improve the home to accommodate disabled persons and/or meet the Housing Quality Standards (will be included in the purchase price; currently up to \$1500 but may be increased on a case by case basis)

MAXIMUM TERM OF HOMEOWNERSHIP ASSISTANCE PAYMENT

Final Rule (§982.634)

Except in the case of an elderly family or a disabled family, the maximum term of homeownership assistance shall be 15 years for mortgage terms greater than 20 years. If the family has received such assistance for different homes, or from different PHAs, the total of such assistance terms is subject to the maximum term at the initial purchase. The maximum term applies to any member of the family or the spouse of any member of the household who has an ownership interest in the unit during the time home that homeownership payments are made.

The maximum term for home ownership assistance does not apply to an elderly family or a disabled family. In the case of an elderly family, this exception is only applied if the family qualifies as an elderly family at the commencement of home ownership. In the case of a disabled family, this exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family. If, during the course of homeownership assistance the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date home ownership commenced. However, such a family must be provided at least six additional months of homeownership assistance after the maximum term expires.



PORTABILITY

*Final Rule (§982.636)
MHA Section 8 Admin.
Plan Pg. 16*

The family is free to select a home of their choice located within the jurisdiction of Memphis Housing Authority. However, if the family qualifies for portability the family may select a home in the jurisdiction of the receiving PHA, if the receiving PHA is approving units under the Section 8 Home Ownership Option. MHA will encourage and request other Housing Authorities to absorb the family that moves out of Shelby County, but will fully cooperate if a Housing Authority wishes to administer MHA assistance. The receiving PHA will arrange for any necessary counseling and its homeownership policies will apply to the portable family.

Families that are new admissions to the program must meet the income eligibility requirements in the areas where the family initially purchased the property. Participant families must also meet the income eligibility requirements in the area to which the family plans to move. In this case, the family is considered “continuously assisted” and the Low Income Limit is used to determine eligibility. Families are informed of these requirements in the briefing session.

A family in which the head of household or spouse of the family lived within Shelby County on the date of application is eligible for portability at the time a voucher is issued. Other families outside of the Shelby County area but is within MHA’s jurisdiction must live in the purchased property for twelve (12) months before becoming eligible for portability unless the receiving PHA mutually agrees to accept the outgoing family. The family is only allowed one move during any one year period.

Families must notify MHA in writing when they want to move using the portability feature. MHA will contact the receiving PHA after receiving notification of the move. MHA will confirm the following to the receiving PHA:

1. The family is eligible for assistance (i.e., meets the requirements of MHA); and
2. A voucher has been issued to the family.

To the greatest extent possible, MHA will absorb voucher holder families moving into Shelby County from other jurisdictions. MHA will only administer assistance to such families on behalf of an initial PHA when the MHA program utilization rate is 100%, making impossible within the HUD approved budget.

RESALE PROVISIONS:

Final Rule (§982.640)

, A family may refinance to take advantage of lower interest rates, or better mortgage terms, without any penalty. MHA shall be notified before any transaction occurs.

. Most the homeownership requirements applicable to the first home purchase remain applicable to a subsequent purchase. The family must again meet the employment threshold. The necessity of any counseling will be determined by MHA. An independent home inspection and HQS inspection will be conducted. MHA will determine the acceptability of the financing. The maximum term of



homeownership assistance applies to the cumulative time the family receives homeownership assistance.

TERMS AND CONDITION FOR OWNERSHIP

Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, MHA will not continue homeownership assistance after the month the family moved out. The family or lender is not required to refund to MHA the homeownership assistance for the month when the family moves out.

Upon death of a family member who holds, in whole or in part, title to the home, homeownership assistance may continue pending settlement of the decedent's estate, notwithstanding transfer or title by operation of law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members in accordance with the initial application.

The family must supply any information as required by MHA or HUD concerning any mortgage or other debt incurred to purchase or any refinancing a home (including information needed to determine whether the family has defaulted on the debt, and the nature of any such default), and information on any satisfaction or payment of the mortgage debt, any sale or other transfer of any interest in the home, or the family's homeownership expenses.

FAMILY OBLIGATION

*Final Rule (§982.633)
MHA Section 8 Admin.
Plan Pg. 20*

Before commencement of homeownership assistance, the family must execute a statement of family obligation and agree to comply with all obligations. (Appendix A)

The family is obliged under the terms of its voucher subsidy to:

1. Occupy the home as their primary place of residence.
2. Comply with the terms of any mortgage securing debt incurred to purchase the home and any refinancing of such debt.
3. Notify MHA immediately of any defaults on a mortgage securing any debt incurred to purchase the home.
4. Not sell, convey or transfer any interest in the home to any entity or person prior to informing MHA. Housing Assistance Payments will terminate with any sale, conveyance or transfer.
5. During the time the family receives homeownership assistance, no family member may have any ownership interest in any other residential property.



6. Supply such certification, release information or documentation as MHA determines to be necessary in the administration of the program, including information required by MHA for a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
7. The family understands that continued Housing Assistance Payments from MHA are reevaluated annually and continued assistance is not guaranteed. The family is responsible for the entire monthly mortgage payment (PITI) in the event that HAP are discontinued.
8. The family must continue to comply with all the terms and conditions of the HAP contract.
9. In the event that the family is unable to make its monthly mortgage payment, it must immediately contact MHA to determine what options are available.
10. The family must attend and complete ongoing homeownership and housing counseling as recommended by agency designated by MHA.
11. The family must remain in compliance with the Section 8 Homeownership requirements as long as they continue to receive HAP assistance.
12. The qualifying family members must continue working. If there is a loss of employment, the family must immediately contact Section 8 Representative.
13. The family must report all family income from all sources and the names of all persons living in the household.
14. The family must report in writing to MHA within thirty (30) days when there is any reported change in family composition, or any adult household member who was previously unemployed is now employed.
15. The family must notify MHA before the family moves out of the home.
16. The maximum term or employment requirement does not apply to elderly and disabled families. In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family.
17. If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term and employment requirement becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least six months of homeownership assistance after the maximum term becomes applicable.
18. Each member of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the program.
19. Each member of the family must not participate in illegal drug or violent criminal activity.



DENIALS AND TERMINATIONS

*Final Rule (§982.638)
MHA Section 8 Admin.
Plan Pg. 25-29*

MHA Termination of the HAP Contract

MHA will terminate a current HAP contract or deny approval of a new HAP contract for the reasons listed below. In these cases the HAP contract will terminate on the last day of the month following the month in which MHA provided the applicant with notice. MHA may also terminate the HAP contract for breach of contract that includes the following:

1. HAP contract violation (such as not maintaining HQS);
2. Any fraud or bribery or other corrupt or criminal act in connection with Federal Housing programs;
3. Engaging in any drug-related criminal activity or any violent criminal activity;
4. Any failure to comply with mortgage insurance/loan program regulations, or bribery or other corrupt or criminal act in connection with the program.

Denial or Termination of Assistance to Applicant/Participant Families:

1. MHA may deny housing assistance to any applicant household who:
 - a. Does not meet eligibility requirements;
 - b. Has any household member who refuses to sign or submit consent forms;
 - c. The Total Tenant Payment is greater than the Payment Standard;
 - d. Has any household member who has been evicted from public housing within the past five (5) years.
 - e. If MHA has ever terminated assistance to any household member under the Section 8 Certificate/Voucher Program.
 - f. Has any household member who illegally possesses weapons.
2. MHA may deny or terminate housing assistance to any applicant or participant household who:
 - a. Violates program obligations.
 - b. Commits fraud in connection with this program or any other Federal Housing Assistance program. If MHA determines that the family committed willful and intentional fraud, MHA may require the family to repay any amount owed in full or the family's assistance may be terminated. MHA may at its discretion offer the applicant or participant the opportunity to enter an agreement to repay the amounts owed to MHA or another Housing Authority. If MHA elects to make such an offer, the agreement shall be on terms prescribed by MHA. MHA may at any time deny or terminate assistance for breach of such agreement.
 - c. Owes money to MHA or any other Housing Authority in connection with the Section 8 Program or the Public Housing Program, if an applicant; or owes money to MHA and breaches a reimbursement agreement, if a Section 8 participant;



- d. Has engaged in or threatened abusive or violent behavior toward MHA personnel;
- e. Has \$0 in housing assistance payments paid on the family’s behalf for six months;
- f. Has any household member who is convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project.
- g. Has engaged in felonious drug-related criminal activity or violent criminal activity or where members of the assisted family have used the assisted unit for drug trafficking, or have allowed other person to use or live in the unit and engage in drug trafficking;
- h. Has any household member who is illegally using or possessing a controlled substance for personal use within one year before the date MHA provides the notification of termination of assistance or ineligibility;

However, a family member who has an addiction, a record of such impairment, or is regarded as having such impairment, will not be denied assistance if the family member is recovering, or has recovered, and does not currently possess or use controlled substances. A family member who had engaged in using drugs must submit evidence of participation in or successful completion of a treatment program as a condition of assistance.

- i. Has any household member who illegally possesses a weapon;

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, MHA will consider all of the circumstances of the case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

In the case of a proposed termination of assistance under Section X (2)(f); (2)(g); (2)(h); or (2)(i) MHA will consider all the facts including whether the participant knew, or should have known, of the illegal activity within the household.

- 3. Families must report any absence of the entire household (circumstances in which all family members are absent and the unit has no occupants) of more than 30 days to MHA. At purchase, and while preparing to move-in, MHA will allow the families to be absent from the house up to a maximum of 30 days. Subsequent to move-in, MHA will permit absences of no more than 90 days unless the participant can document a medical need.

In no case may a participant be absent from their home for more than 180 days. If the family leaves the household for more than 90 days for a reason, other than medical need, the house will not be considered the family’s principal residence and the family shall be terminated from the program.

A family who: 1) vacates the property in violation of program requirements or the mortgage housing requirements; 2) owes a balance to the mortgage company or MHA for unpaid portion or damages; or 3) refuses to enter into or meet the terms of a repayment



agreement, will be considered ineligible for continued assistance and will have its assistance terminated.

MORTGAGE DEFAULT

Final Rule (§982.638d)

In the event of mortgage default and the family is dispossessed from the home pursuant to a judgment or order of foreclosure on a FHA-insured mortgage, a homeowner will be denied continued assistance under the homeownership program. The participant will be required to sign an agreement to share information regarding the homeownership process and documents with MHA. If a participant is delinquent in making a payment, MHA will notify the appropriate counseling agency to assist in resolving this matter in a timely fashion. The counseling agency will ascertain the circumstances that led to the default and develop a corrective strategy in conjunction with the participant and the MHA Family Self-Sufficiency and/or MHA homeownership program coordinator.

MHA may permit the family to move to a new unit with continued voucher rental assistance in the event of foreclosure on a loan that is not FHA-insured. MHA will deny such permission, if:

1. MHA does not have sufficient funding to provide continued assistance;
2. Grounds for denial or termination of assistance, including termination of assistance for violation of any family obligations described in section Family Obligation;
3. The family defaulted on a FHA-insured mortgage;
4. The family fails to demonstrate that:
 - a. The family has conveyed title to the home, as required by HUD, to HUD or HUD's designee; and has moved from the home within the period established or approved by HUD.

ADMINISTRATIVE FEES

Final Rule (§982.639)

The ongoing administrative fee describe in 24 CFR 982.152(b) is paid to MHA for each month that homeownership assistance is paid by MHA on behalf of the family.

FAIR HOUSING AND NONDISCRIMINATION POLICY

*MHA Section 8 Admin.
Plan Pg.1*

MHA affirmatively furthers Fair Housing in the administration of the program by complying fully with all Federal, State and local nondiscrimination laws and administers programs in accordance with the rules and regulations governing Fair Housing and Equal Opportunities in housing and employment. MHA does not discriminate against any applicant or participant because of race, color, creed, national or ethnic origin or ancestry, religion, sex, age, disability, source of income, marital status or presence of children in a household; nor will any criteria be applied, or information be considered, pertaining to attributes or behavior that may be imputed by some to a particular group or category. MHA does not deny to any family the opportunity to apply for housing (when the waiting



list is open) or deny any eligible applicant the opportunity to lease a housing unit that meets program requirements.

DRUG-FREE HOUSING

As part of the homeownership assistance criteria, the applicant will be required to sign an addendum agreeing with the U.S. Department of Housing and Urban Development's guidelines for drug-free housing. Applicant must also sign Form HUD-9886, Authorization for the Release of Information, to facilitate a criminal background record check. MHA is authorized to obtain this information. A previous history of drug arrest or violent criminal acts, without proof of rehabilitation, will be considered grounds for denial of the applicant.

Falsification of homeownership application information is grounds for application rejection.

An applicant will be notified in writing as to the status of his/her application. If an application is rejected, an applicant will be so notified and will be given ten (10) days to respond to the rejection notice. Applicants must keep MHA informed of any change in their address or telephone number where they can be reached. If an applicant cannot be reached at the number or address provided, the application will be rejected. Applicants must contact MHA every six (6) months to advise of their desire to remain on the waiting list.

MONITORING PROGRAM PERFORMANCE

*MHA Section 8 Admin.
Plan Pg.36*

MHA will maintain records of applications, eligibility and ineligibility determinations, verifications, HQS inspections, leases, contracts and payment information in each applicant's or participants' files. Inactive files will be maintained for three years.

Applicable records related to immigration status will be maintained for five years. All other aspects of monitoring program performance will be performed in accordance with HUD requirements and MHA's policies.



APPENDIX A



**MEMPHIS HOUSING AUTHORITY
SECTION 8 HOMEOWNERSHIP ASSISTANCE PROGRAM**

**STATEMENT OF HOMEOWNER OBLIGATIONS
AND FAMILY RESPONSIBILITIES**

I/We, _____, participant(s) in the MHA Section 8 Homeownership Assistance Program (SHAPE), fully understand the following conditions regarding my/our continued eligibility for housing assistance payments in conjunction with my/our ownership of a _____ located at _____ and agree that:

1. My/Our home will be occupied by the following family members:

_____	_____
_____	_____
_____	_____
_____	_____

2. I/We understand that my/our family must occupy the home as my/our primary place of residence.
3. The initial monthly Housing Assistance Payment will be \$ _____ and will begin on _____ annually, based on any changes in payment standards, homeownership costs, household income and/or household composition, in accordance with U.S. Department of Housing and Urban Development (HUD) requirements.



4. The monthly Housing Assistance Payment will be made as follows:
 \$_____ will be paid directly to _____
 \$_____ will be paid directly to _____
 \$_____ will be paid directly to me/us.

5. Housing Assistance Payments will be made available for a maximum of fifteen (15) years, unless the head of household or spouse is disabled or elderly. Housing Assistance Payments are contingent on my/our compliance with the requirements of this Statement of Homeowner Obligations and Family Responsibilities, the policies of the MHA Section 8 Homeownership Assistance Program, HUD Program requirements and upon continued appropriations to the Memphis Housing Authority by HUD.

6. I/Our family understand (s) that continued Housing Assistance Payments from MHA are reevaluated annually and continued assistance is not guaranteed. I/We understand that I/we are responsible for the entire monthly mortgage payment (principal, interest, taxes and insurance) in the event SHAPE are discontinued.

7. I/We understand that I/we must continue to comply with all the terms and conditions of my/our HAP contract.

8. I/We understand that I/we must continue to be in compliance with my/our Family Self - Sufficiency Contract as long as I/we continue to receive HAP assistance.

- I/we understand that I/we must continue working and if there is a loss of employment, I/we must immediately contact my/our Section 8 Representative and contact the nearest Employment Assistance Center in an effort to regain employment.

10. I/We must report all family income from all sources and the names of all persons living in our household.

11. If, at any time, any member of my household has a change in income greater than \$ 50 per month, I must report it to MHA no later than ten (10) days after the change occurs.

12. If, at any time, anyone in my household moves in or out, I must report it, within ten (10) days of the occurrence, to MHA.

13. Housing Assistance Payments will be made only for the months my/our household reside in the home. I/we must immediately report to MHA if I/we move from our home.

14. My/Our family (including each family member) must not participate in illegal drug or violent criminal activity.



15. I/we may not sell, convey or transfer any interest in the home to any entity or person prior to informing MHA. Housing Assistance Payments will terminate with any sale, conveyance or transfer other than to a household member residing in the home.
16. I/We must provide information to MHA on any mortgage or other debt incurred to purchase the home, and any refinancing of such debt.
17. I/We must comply with the terms of any mortgage security debt incurred to purchase our home and any refinancing of such debt. I/We must immediately notify MHA of any defaults on mortgage debt incurred to purchase the home.
18. I/We understand and agree that I/we will attend pre- and post- purchase counseling and workshops as recommended by an agency designated by MHA. I/We understand and agree to an annual counseling session at my/our home.
19. In the event that my/our family is unable to make my/our monthly mortgage payment, I/we are required to immediately contact the homeownership counseling agency and MHA to determine available options.
20. I/We must promptly pay all utility bills, including electricity, heat and water.
21. I/We understand that I/we must maintain the property, both interior and exterior, and that I/we are responsible for all repairs and replacements that are needed.
22. I/We must document, in conjunction with our annual reexamination of income, that I/we are current on mortgage, insurance and utility payments.
23. I/We understand that I/we will immediately lose my/our Housing Assistance Program assistance if a judgment or foreclosure on my/our home is granted. My/Our family agrees to cooperate with the lender the housing counseling agency, and MHA so that the property is placed on the market for sale in order to avoid foreclosure. My/Our family further agrees to vacate the house in accordance with the lender's terms and in good condition.
24. If I/we default on my/our mortgage debt and lose my/our home, I/we will be able to use my/our Housing Assistance Payment for other rental housing, if so determined eligible by MHA.

I/WE UNDERSTAND THAT MY/OUR HOUSING ASSISTANCE MAY BE WITHHELD, RECOVERED OR TERMINATED FOR ANY VIOLATION OF THE TERMS AND CONDITIONS OF THIS STATEMENT OF HOMEOWNER OBLIGATIONS AND FAMILY RESPONSIBILITIES.

Homeowner's Signature

Homeowner's Signature

Date

Date



Section 8 Manager's Signature

Executive Director of MHA

Date

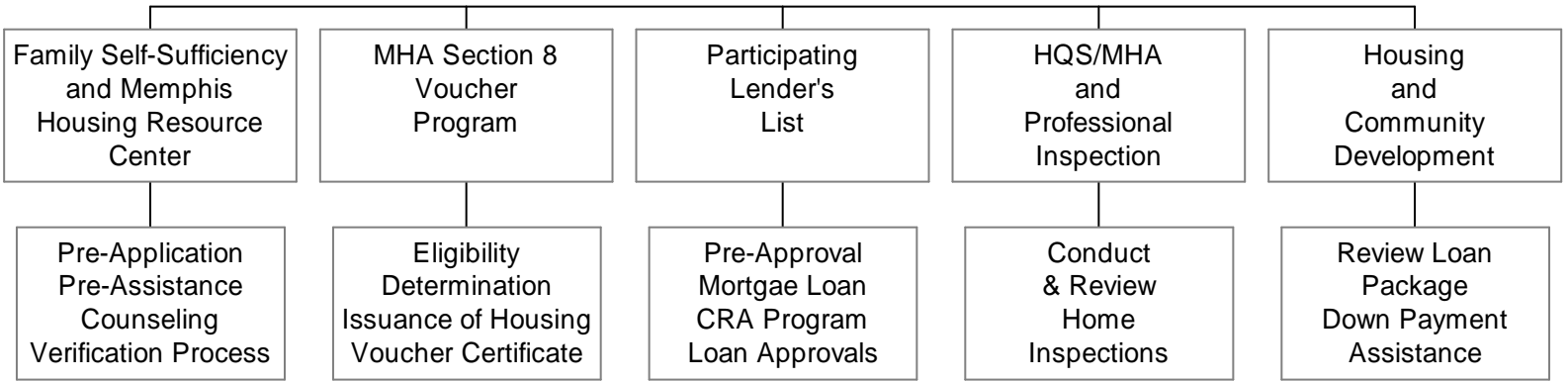
Date

APPENDIX B





SECTION 8 HOMEOWNERSHIP ASSISTANCE PROGRAM (SHAPE) FLOWCHART



APPENDIX C



**MEMORANDUM OF UNDERSTANDING BETWEEN
MEMPHIS HOUSING AUTHORITY AND RISE FOUNDATION**

This Memorandum of Understanding (“MOU”), effective upon its execution, is between the Memphis Housing Authority (the “Authority”) and the RISE (Responsibility, Initiative, Solutions, Empowerment) Foundation (“RISE”) for the purpose of providing greater homeownership opportunities in the city of Memphis, Tennessee.

ARTICLE I

RECITALS

WHEREAS, the Memphis Housing Authority has undertaken steps to implement a Section 8 Homeownership Program; and

WHEREAS, RISE, a non-profit organization, is dedicated to providing financial support and resources to Authority residents for the purpose of enabling them to become financially self-sufficient; and

WHEREAS, the Authority will provide homeownership opportunities by utilizing Section 8 rental assistance vouchers to assist eligible families to purchase existing single family homes or homes under construction; and

WHEREAS, eligible participants are: those that have a minimum family income of 25% of the median income in the Shelby County area and have been continuously employed for a minimum of two years; those that are currently enrolled in the Family Self-Sufficiency (FSS) Program or RISE Foundation; and, those that have participated and satisfactorily completed the pre-assistance homeownership and housing counseling program required by the Authority; and

WHEREAS, the Authority will implement the Homeownership Option in accordance with the Final Rule of September 12, 2000. The Final Rule was authorized



by Section 8(y) of the United States Housing Act of 1937, amended by Section 555 of the Quality Housing and Work Responsibility Act of 1998; and

WHEREAS, the implementation of the Section 8 Home Ownership Program has been carefully evaluated by the Authority and RISE and has been found to be in the best interest of all parties.

THEREFORE, this Memorandum of Understanding shall set forth the obligations and duties of the Memphis Housing Authority and the RISE Foundation in the establishment of this initiative, and shall serve as a guideline for the successful implementation of the Section 8 Homeownership Program.

ARTICLE II

SCOPE OF AGREEMENT

This MOU shall constitute a non-binding agreement between the Authority and the RISE Foundation.

Authority residents enrolled in the RISE program will benefit from services in the following areas:

- Counseling Program
- Credit Repair
- Economic Literacy
- Financial Management
- Homebuyer Education
- Home Maintenance

RISE will also offer Individual Development Accounts (IDAs) in which participant funds will be matched at a 2:1 ratio and placed at participating financial institutions

ARTICLE III

GENERAL PROVISIONS

RECITALS The recitals in Article I of this MOU are incorporated herein by reference as the agreement of the parties.

NOTICES All notices, request, demands, approvals, or other communications given hereunder or in connection with this MOU shall be in writing and shall be deemed given when delivered by hand, or sent by U.S. registered or certified mail, return receipt requested, and address as follows:

If to the Authority: Memphis Housing Authority



700 Adams Avenue
Memphis, TN 38105
Attn: Mr. Robert Lipscomb, Executive Director

If to RISE: RISE Foundation
1900 Union Avenue
Memphis, TN 38104
Attn: Ms. Beth Dixon, President

ASSIGNMENT This MOU shall not be assignable by the Authority or RISE.

INTERPRETATION AND GOVERNING LAW This MOU shall be construed as though prepared by both parties, and shall be interpreted and governed by the laws of the State of Tennessee.

SEVERABILITY If any portion of this MOU is declared to be invalid and unenforceable, such portion shall be deemed severed from this MOU and the remaining parts shall continue in force as though such invalid or unenforceable provision(s) had not been a part of this MOU, provided that such severance does not substantially affect the intention of the parties hereto.

PARTIES BOUND No officer, shareholder, partner, employee, agent, or other person authorized to act for and on behalf of any party shall be personally liable for any obligation express or implied, hereunder.

MODIFICATIONS This MOU may not be altered, modified, rescinded, or extended orally. This MOU may be amended, supplemented or changed only by a writing signed or authorized by or behalf of the party to be bound thereby.

IN WITNESS THEREOF, the Authority and the RISE have each duly executed, or caused to be duly executed, this MOU as of the date first written below.

MEMPHIS HOUSING AUTHORITY

RISE FOUNDATION

Robert Lipscomb, Executive Director

Beth Dixon, President

Date

Date



**MEMORANDUM OF UNDERSTANDING BETWEEN MEMPHIS HOUSING AUTHORITY
AND MEMPHIS HOUSING RESOURCE CENTER**

This Memorandum of Understanding (“MOU”), effective upon its execution, is between the Memphis Housing Authority (the “Authority”) and the Memphis Housing Resource Center (the “Resource Center”) for the purpose of providing greater homeownership opportunities in the city of Memphis, Tennessee.

ARTICLE I

RECITALS

WHEREAS, the Memphis Housing Authority has undertaken steps to implement a Section 8 Home Ownership Program; and

WHEREAS, the Memphis Housing Resource Center will foster new homeownership in the city of Memphis, Tennessee by assisting people in understanding the complexities of buying, maintaining and retaining an affordable home; and

WHEREAS, Memphis Housing Resource Center is only allowed to charge a credit report fee not to exceed \$60; and

WHEREAS, the Authority will provide home ownership opportunities by utilizing Section 8 rental assistance vouchers to assist eligible families to purchase existing single family homes or homes under construction; and

WHEREAS, eligible participants are: those that have a minimum family income of 25% of the median income in the Shelby County area and have been continuously employed for a minimum of two years; those that are currently enrolled in the Family Self-Sufficiency (FSS) Program or RISE Foundation; and, those that have participated and satisfactorily completed the pre-assistance homeownership and housing counseling program required by the Authority; and



WHEREAS, the Authority will implement the Homeownership Option in accordance with the Final Rule of September 12, 2000. The Final Rule was authorized by Section 8(y) of the United States Housing Act of 1937, amended by Section 555 of the Quality Housing and Work Responsibility Act of 1998; and

WHEREAS, the implementation of the Section 8 Homeownership Program has been carefully evaluated by the Authority and the Resource Center and has been found to be in the best interest of all parties.

THEREFORE, this Memorandum of Understanding shall set forth the obligations and duties of the Memphis Housing Authority and the Memphis Housing Resource Center in the establishment of this initiative, and shall serve as a guideline for the successful implementation of the Section 8 Homeownership Program.

ARTICLE II

SCOPE OF AGREEMENT

This MOU shall constitute a non-binding agreement between the Authority and the Memphis Housing Resource Center.

First time homebuyers will satisfactorily complete the pre-assistance homeownership-counseling program, which will be facilitated by Memphis Housing Resource Center. This program may consist of a one on one or a classroom style approach with homebuyers. The Resource Center will be required to provide a minimum of 8 – 10 hours of homebuyer education and training, and homebuyer pre-qualification to all program participants. The pre-assistance counseling program will cover the following subjects:

- Home maintenance
- Budgeting and money management
- Credit counseling
- How to obtain homeownership financing and loan pre-approvals
- How to find a home and negotiate the sale price
- Information on Fair Housing
- Counseling will be adapted tot the families needs

Post program counseling will be offered at the discretion of the Authority based on individual family circumstances. In the event of mortgage payments being delinquent, the Resource Center will ascertain the circumstances that led to the default and develop a corrective strategy in conjunction with the participant, the FSS client services representative and/or an Authority homeownership program coordinator.

ARTICLE III

GENERAL PROVISIONS



MEMPHIS HOUSING AUTHORITY

**MEMPHIS HOUSING RESOURCE
CENTER**

Robert Lipscomb, Executive Director

**Michelle Wilson Bradley
Executive Director**

Date

Date

APPENDIX D





***RESIDENT MEMBERSHIP
OF THE
PHA GOVERNING BOARD***

Vatricia McKinney is the resident member of the PHA Governing Board for Memphis Housing Authority. Ms. McKinney was appointed by Mayor Willie Herenton and will serve a five –year term.

RESIDENT ADVISORY BOARD

Louise Jeffries, President
Minnie Hunt, First Vice President
Delores Harris, Secretary
Laverne Cooper, Corresponding Secretary
Christine Pipkin, Chaplin

Connie Askew, Cleaborn Homes
Lee Ann Barnes-Murphy, Cypresswood
Verlean Gibson, Hurt Village (Ala. P)
Denise Hall, Dixie Hall
Jacqueline Hayes, Hawkins Mill
Malinda Julius, Ford Road
Rosie Meredith, Barry Homes
Theresa Robinson, Texas Court
Albert Sanders, Jefferson Square
Rosietta Woodley, Lamar Terrace
Lizzie Yancey, Borda Towers

Component 10 (B) Voluntary Conversion Initial Assessments

- a. **How many of the PHA's developments are subject to the Required Initial Assessments? 12**
- b. **How many of the PHA's developments are not subject to the Required Initial Assessments based on exemptions (e.g., elderly and/or disabled developments not general occupancy projects)? 11**
- c. **How many Assessments were conducted for the PHA's covered developments? 12**
- d. **Identify PHA developments that may be appropriate for conversion based on the Requires Initial Assessments? None**
- e. **If the PHA has not completed the Required Initial Assessments, describe the status of these assessments: N/A**

**Resident Assessment Sub-System (RASS)
Follow-Up Plan
July 16, 2003**

COMMUNICATION			
Action	Responsibility	Start	Complete
1. Disseminate information on a monthly basis to the citywide council of policy changes and new rules, which affect the development or residents.	Director of Human Services	7/1/2003	On-Going
2. Reinforce the dissemination of information by encouraging monthly development resident meetings with council presidents.	Director of Human Services	7/1/2003	Monthly
3. Two quarterly newsletters distributed by Asset Management and Human Services to residents.	Director of Human Services Asst Director of Asset Management - Operations	7/1/2003	Bi-Annually
4. Utilize the development bulletin boards more effectively to announce meetings and notify of HUD and MHA policy changes.	Director of Communications/Public Relations/Marketing Asst Director of Asset Management - Operations	7/1/2003	On-Going
5. Customer Service training for MHA staff bi-annually.	Director of Human Services Director of Communications/Public Relations/Marketing	7/1/2003	Bi-Annually
6. Distribute information on the RASS survey to council presidents, to reinforce participation in the survey on a monthly basis.	Director of Human Services and Director of Communications/Public Relations/Marketing	7/1/03	Monthly

Resident Assessment Sub-System (RASS) Follow-Up Plan (continued)

July 16, 2003

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SAFETY			
Action	Responsibility	Start	Complete
1. Relocate all Lamar Terrace residents.	Asst Director of Asset Management – Operations Manager of Section 8	7/1/2003	12/17/2003
2. Inspect Property Daily & expedite trashout & boardups for all vacant units.	Property Managers	7/1/2003	Daily
3. At High Rises, Security monitors residents and visitors.	Manager of Security	7/1/2003	On-Going
4. At High Rises, Update Security Cameras for Security Staff monitoring/surveillance.	Manager of Security	7/1/2003	8/15/2003
5. Install Digital Cameras at all Low Rise Properties.	Manager of Security	7/1/2003	8/15/2003
6. Enforce Authorization of Agency (A.O.A.) for those who commit criminal acts or disturbances on MHA property.	Manager of Security	7/1/2003	On-Going
7. Complete two (2) Annual UPCS Inspections for all properties.	Asst Director of Asset Management - Operations	7/1/2003	8/05/2003
8. Complete all Exigent & Life Threatening discrepancies within twenty-four (24) hours.	Asst Director of Asset Management - Operations	7/1/2003	On-Going
9. Improve/Upgrade all High Rise Elevators.	Capital Improvement	7/1/2003	1/30/2004
Foote Homes. Install vehicular gates and pedestrian card access gates.	Capital Improvement	7/1/2003	8/30/2003
Foote Homes. Complete Sewer Repairs.	Capital Improvement	7/1/2003	8/30/2003
Dixie Homes. Install vehicular gates and pedestrian card access gates around the perimeter fence.	Capital Improvement	7/1/2003	8/30/2003
Dixie Homes. Requesting City of Memphis to close both Mosby and Delmar Avenues to vehicle traffic.	Capital Improvement	7/1/2003	8/30/2003
Dixie Homes. Install security screens (with thicker mesh) on all newly renovated & converted units.	Capital Improvement	7/1/2003	12/31/2003
Dixie Homes. Complete Gym Repairs.	Capital Improvement	7/1/2003	12/31/2003

Resident Assessment Sub-System (RASS) Follow-Up Plan (continued)

July 16, 2003

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Action	Responsibility	Start	Completion
Dixie Homes. Replace Exterior Lighting and Upgrade to Photocell.	Asset Management	7/1/2003	10/1/2003
Cleaborn Homes. Install perimeter fencing with associated vehicular gates and pedestrian card access gates.	Capital Improvement	7/1/2003	8/30/2003
Cleaborn Homes. To improve safety & security, requesting City of Memphis to close two alleys.	Capital Improvement	7/1/2003	8/30/2003
Cleaborn Homes. Replace Exterior Lighting and Upgrade to Photocell.	Asset Management	7/1/2003	10/1/2003
Cleaborn Homes. Repair currently identified viable vacant units (heavily damaged).	Capital Improvement	7/1/2003	1/2/2004
Barry Homes. Relocate resident and visitor parking areas due to ongoing construction.	Capital Improvement	7/1/2003	8/15/2003
Barry Homes. Provide additional security for residents with enhanced protection between the building and the parking lot.	Capital Improvement	7/1/2003	8/15/2003
Barry Homes. Replace Fire Pump & Emergency Generator.	Capital Improvement	7/1/2003	8/31/2003
Venson Center. Install perimeter fencing with vehicular gates and pedestrian card access gates.	Capital Improvement	7/1/2003	8/30/2003
Jefferson Square. Install perimeter fencing with vehicular gates and pedestrian card access gates.	Capital Improvement	7/1/2003	8/30/2003
Jefferson Square. Replace Exterior Lighting and Upgrade to Photocell.	Capital Improvement Asset Management	7/1/2003	10/1/2003
Borda Towers. Install perimeter fencing with vehicular gates and pedestrian card access gates.	Capital Improvement	7/1/2003	8/30/2003
Alabama Plaza. Convert keypad access security system to card access system for vehicular and pedestrian gates.	Capital Improvement	7/1/2003	8/30/2003
Horn Lake. Provide temporary fencing around the perimeter for security & safety (site is vacated).	Capital Improvement	7/1/2003	7/31/2003

Action	Responsibility	Start	Complete
Cypresswood. Provide temporary fencing around the perimeter for security & safety (when vacated).	Capital Improvement	7/1/2003	7/31/2003
Ford Road. Provide temporary fencing around the perimeter for security & safety (when vacated).	Capital Improvement	7/1/2003	8/15/2003
Hawkins Mill. Provide temporary fencing around the perimeter for security & safety (site is vacated).	Capital Improvement	7/1/2003	8/15/2003
Oates Manor. Provide temporary fencing around the perimeter for security & safety (when vacated).	Capital Improvement	7/1/2003	12/31/2003
Montgomery Plaza. Complete Unit repairs & Roof Repairs.	Capital Improvement	7/1/2003	5/31/2004

Resident Assessment Sub-System (RASS) Follow-Up Plan (continued)

July 16, 2003

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NEIGHBORHOOD APPEARANCE			
Action	Responsibility	Start	Complete
1. Inspect Property Daily & expedite trashout & boardups for all vacant units.	Property Managers	7/1/2003	Daily
2. Grounds Cleanup Efforts will be improved & Lease strictly enforced.	Property Managers	7/1/2003	On-Going
3. Inspect Property Daily & expedite removal of bulk items and abandoned/inoperable vehicles.	Property Managers Manager of Security	7/1/2003	On-Going
4. Implement and enforce Customer Owned Window A/C Installation Procedures.	Property Managers	7/1/2003	On-Going
Horn Lake. Provide temporary fencing around the perimeter for security & safety (site is vacated).	Capital Improvement	7/1/2003	7/31/2003
Cypresswood. Provide temporary fencing around the perimeter for security & safety (when vacated).	Capital Improvement	7/1/2003	7/31/2003
Ford Road. Provide temporary fencing around the perimeter for security & safety (when vacated).	Capital Improvement	7/1/2003	8/15/2003
Hawkins Mill. Provide temporary fencing around the perimeter for security & safety (site is vacated).	Capital Improvement	7/1/2003	8/15/2003
Oates Manor. Provide temporary fencing around the perimeter for security & safety (when vacated).	Capital Improvement	7/1/2003	12/31/2003
Dixie Homes. Repair currently identified viable vacant units (heavily damaged).	Capital Improvement	7/1/2003	12/31/2003
Dixie Homes. Improve sidewalk circulation patterns.	Capital Improvement	7/1/2003	8/30/2003
Dixie Homes. Improve landscaping, dumpster pads and dumpster screens.	Capital Improvement	7/1/2003	7/30/2004
Cleaborn Homes. Design and construct dumpster pads.	Capital Improvement	7/1/2003	6/30/2004
Fowler Homes. Demolish townhouse buildings/units (4 Bldgs).	Capital Improvement	7/1/2003	12/31/2003
Fowler Homes. Dispose 9 buildings.	Capital Improvement	7/1/2003	12/31/2003
Barry Homes. Modernize to include facade installation and patio construction.	Capital Improvement	7/1/2003	8/31/2003

Resident Assessment Sub-System (RASS) Follow-Up Plan (continued)

July 16, 2003

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Action	Responsibility	Start	Complete
Barry Homes. Replace all interior signage.	Capital Improvement	7/1/2003	8/31/2003
Barry Homes. Install irrigation system to enhance vegetation growth.	Capital Improvement	7/1/2003	8/31/2003
Alabama Plaza. Improve exterior drainage.	Capital Improvement	7/1/2003	12/31/2003
Lamar Terrace. Complete Demolition.	Capital Improvement	7/1/2003	2/28/2004
Horn Lake, Ford Road, Cypresswood and Hawkins Mill. HUD approved demolition for all four sites. Plan to rebuild on site.	Capital Improvement	7/1/2003	12/31/2003

CAPITAL FUND PROGRAM TABLES START HERE

Five-Year Action Plan

Part I : Summary for Bond Projects

PHA Name: Memphis Housing Authority			<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:		
Development Number/Name/H A-Wide	Work Statement for Year 1 FFY Grant: PHA FY: 2005	Work Statement for Year 2 FFY Grant: PHA FY: 2006	Work Statement for Year 3 FFY Grant: PHA FY: 2007	Work Statement for Year 4 FFY Grant: PHA FY: 2008	Work Statement for Year 5 FFY Grant: PHA FY: 2009
TN 1-12 Fowler Homes	3,461,874	6,088,126	0	0	0
TN 1-20 Hornlake	8,147,203	0	0	0	0
TN 1-30 Ford Road	0	8,107,783	0	0	0
TN 1-31 Cypresswood	12,288,000	0	0	0	0
Acquisitions	5,953,507	5,953,507	0	0	0
Total	29,850,584	20,149,146	0	0	0

Five-Year Action Plan

Part II: Supporting Pages—Work Activities for Bond Projects

Activities for Year :_1____ FFY Grant: PHA FY: 2005			Activities for Year: _2__ FFY Grant: PHA FY: 2006		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
TN 1-12 Fowler Homes	Redevelopment Efforts	3,461,874	TN 1-12 Fowler Homes	Redevelopment Efforts	6,088,126
TN 1-20 Hornlake	Redevelopment Efforts	8,147,203	TN 1-20 Hornlake	Redevelopment Efforts	4,564,000
TN 1-30 Ford Road	Redevelopment Efforts	0	TN 1-30 Ford Road	Redevelopment Efforts	8,107,783
TN 1-31 Cypresswood	Redevelopment Efforts	12,288,000	TN 1-31 Cypresswood	Redevelopment Efforts	0
Acquisitions – Parkway Commons, Levi Road, Richmond Place	Acquisitions	5,953,507	Acquisitions – Other Planned Acquisitions	Acquisitions	5,953,507
Total		29,850,584			20,149,416

Five-Year Action Plan

Part II: Supporting Pages—Work Activities for Bond Projects

Activities for Year :_3__

FFY Grant:

PHA FY: 2007

Activities for Year: _4__

FFY Grant:

PHA FY: 2008

Development Name/Number

Major Work Categories

Estimated Cost

Development Name/Number

Major Work Categories

Estimated Cost

NO ACTIVITIES PLANNED

CAPITAL FUND PROGRAM TABLES START HERE

Five-Year Action Plan

Part I : Summary for City of Memphis Capital Improvement Program Funding

PHA Name: Memphis Housing Authority					<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:	
Development Number/Name/H A-Wide	Work Statement for Year 1 FFY Grant: PHA FY: 2005	Work Statement for Year 2 FFY Grant: PHA FY: 2006	Work Statement for Year 3 FFY Grant: PHA FY: 2007	Work Statement for Year 4 FFY Grant: PHA FY: 2008	Work Statement for Year 5 FFY Grant: PHA FY: 2009	
TN 1-1 Lamar Terrace	5,000,000	6,000,000	2,000,000	0	0	
TN 1-5 Dixie Homes	0	0	1,000,000	0	0	
TN 1-7 Oates Manor	1,500,000	0	0	0	0	
Cleaborn/Foote Homes	0	0	0	1,000,000		
TN 1-12 Fowler Homes	500,000	1,500,000	0	0	0	
Uptown Hurt Village	500,000	500,000	0	0	0	
Total	7,500,000	8,000,000	3,000,000	1,000,000	0	

Five-Year Action Plan

Part II: Supporting Pages—Work Activities for City of Memphis Capital Improvement Program Funding

Activities for Year :_1____ FFY Grant: PHA FY: 2005			Activities for Year: _2__ FFY Grant: PHA FY: 2006		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
TN 1-1 Lamar Terrace	Construction	5,000,000	TN 1-1 Lamar Terrace	Construction	6,000,000
TN 1-7 Oates Manor	Construction	1,500,000	TN 1-12 Fowler Homes	Construction	1,500,000
TN 1-12 Fowler Homes	Construction	500,000	Uptown Hurt Village	Construction	500,000
Uptown Hurt Village	Construction	500,000			
Total		7,500,000			8,000,000

Five-Year Action Plan

Part II: Supporting Pages—Work Activities for *City of Memphis Capital Improvement Program Funding*

Activities for Year :_3___ FFY Grant: PHA FY: 2007			Activities for Year: _4__ FFY Grant: PHA FY: 2008		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
TN 1-1 Lamar Terrace	Construction	2,000,000	Cleaborn/Foote Homes	Construction	1,000,000
TN 1-5 Dixie Homes	Construction	1,000,000			
Total		3,000,000			1,000,000

CAPITAL FUND PROGRAM TABLES START HERE

Five-Year Action Plan

Part I : Summary for Low Income Housing Tax Credits from THDA Funding

PHA Name: Memphis Housing Authority		<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:			
Development Number/Name/H A-Wide	Work Statement for Year 1 FFY Grant: PHA FY: 2005	Work Statement for Year 2 FFY Grant: PHA FY: 2006	Work Statement for Year 3 FFY Grant: PHA FY: 2007	Work Statement for Year 4 FFY Grant: PHA FY: 2008	Work Statement for Year 5 FFY Grant: PHA FY: 2009
TN 1-1 Lamar Terrace	5,459,454	0	0	0	0
TN 1-5 Dixie Homes	0	0	0	5,459,454	5,459,454
TN 1-7 Oates Manor	0	5,459,454	0	0	0
TN 1-8 Cleaborn Homes	0	0	5,459,454	0	
TN 1-12 Fowler Homes	0	0	0	0	0
Uptown Hurt Village	0	0	0	0	0
Total	5,459,454	5,459,454	5,459,454	5,459,454	5,459,454

Five-Year Action Plan
Part II: Supporting Pages—Work Activities for Low Income Housing Tax Credits from THDA Funding

Activities for Year :_1__ FFY Grant: PHA FY: 2005			Activities for Year: _2__ FFY Grant: PHA FY: 2006		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
TN 1-1 Lamar Terrace	Construction	5,459,454	TN 1-7 Oates Manor	Construction	5,459,454
Total		5,459,454			5,459,454

Five-Year Action Plan
Part II: Supporting Pages—Work Activities for Low Income Housing Tax Credits from THDA Funding

Activities for Year :_3__ FFY Grant: PHA FY: 2007			Activities for Year: _4&5__ FFY Grant: PHA FY: 2008 & 2009		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
TN 1-8 Cleaborn Homes	Construction	5,459,454	TN 1-5,9 Dizie Homes	Construction	5,459,454
Total		5,459,454			5,459,454